



September 30, 2021

Questions and Answers Report



Mayor Steve Adler

Council Member Natasha Harper-Madison, District 1

Council Member Vanessa Fuentes, District 2

Council Member Sabino "Pio" Renteria, District 3

Council Member Gregorio Casar, District 4

Council Member Ann Kitchen, District 5

Council Member Mackenzie Kelly, District 6

Council Member Leslie Pool, District 7

Council Member Paige Ellis, District 8

Council Member Kathie Tovo, District 9

Council Member Alison Alter, District 10

The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.

QUESTIONS FROM COUNCIL

Item #2: Authorize issuance of energy efficiency program rebates by Austin Energy during Fiscal Year 2021-2022, in an amount not to exceed \$2,700,000 for multifamily energy efficiency rebates and \$3,350,000 for commercial and small business energy efficiency rebates, for a total combined amount not to exceed \$6,050,000.

COUNCIL MEMBER FUENTES'S OFFICE

- 1) *Please provide the Austin Energy report that summarizes the Commercial, Small Business, and Multifamily program pipeline (including leads, active, and paid projects).*

Please find attached the latest pipeline report that is provided regularly in the supporting documents of the Resource Management Commission.

- 2) *What is the current average wait time for reimbursement for energy efficiency upgrades for electric utility customers?*

The estimated average wait time for payment to be issued from the completion of the project is typically about 1-3 weeks.

Item #2: Authorize issuance of energy efficiency program rebates by Austin Energy during Fiscal Year 2021-2022, in an amount not to exceed \$2,700,000 for multifamily energy efficiency rebates and \$3,350,000 for commercial and small business energy efficiency rebates, for a total combined amount not to exceed \$6,050,000.

COUNCIL MEMBER ALTER'S OFFICE

- 1) *What protocol will Austin Energy follow to determine whether properties are registered in the Repeat Offender Program? Previously Austin Energy has brought items forward to provide rebates to at least one property enrolled in this program.*

The Multifamily Program performs two separate verifications for whether a property is on the Repeat Offender List. First, program support contract staff with CLEAResult review each property before applications are submitted. After the application is submitted then Austin Energy staff complete a second review before projects can proceed. Recently Austin Energy and the City of Austin Code Department developed a process for allowing exceptions on a case-by-case basis only for properties that have resolved any significant violations.

Exceptions considered on a case-by-case basis after review and approval by Austin Energy and Austin Code:

- Active with minor issues (as determined by Austin Energy and Austin Code)
- No active issues but on list due to time requirements

No exceptions allowed, property may not participate:

- Active BSC Cases (Building and Standards Commission)
- Active with major issues

Austin Energy and Austin Code understand the importance of the Repeat Offender List in holding property owners responsible. Exceptions are allowed to ensure we do not negatively impact the tenant when property owners (and especially new owners) are taking action to fix violations. Exceptions help ensure that tenants, who stand to benefit the most from the energy efficiency upgrades, are not penalized and negatively impacted.

Item #3: Approve a resolution authorizing Austin Water to continue a pilot program and issue incentives during Fiscal Year 2021-2022 for alternative onsite water reuse systems for large new commercial and multi-family developments under the utility's new regulatory framework, in a total aggregate amount not to exceed \$1,000,000, and not to exceed \$500,000 for each individual project.

COUNCIL MEMBER FUENTES'S OFFICE

- 1) *How many applications for the Pilot Incentive Program for Onsite Water Reuse Systems receive and process during the Fiscal Year 2021.*

As of September 21, 2021 Austin Water has received one application for the Onsite Water Reuse System pilot incentive program. Austin Water staff are currently processing this application.

Item #5: Approve an ordinance accepting grant funds from the Texas Department of Emergency Management and amending the Fiscal Year 2020-2021 Operating Budget Special Revenue Fund (Ordinance No. 20200811-001) to appropriate \$158,996 in grant funds for Austin Water and Homeland Security and Emergency Management.

COUNCIL MEMBER FUENTES'S OFFICE

- 1) *What services or programs will Homeland Security and Emergency Management dedicate the \$158,996 in grant funds toward?*

This is a federal reimbursement for costs *already incurred* in the 2015 Halloween flood and the 2018 Colorado river flooding and boil water event. They were HSEM and AWU costs for compiling the expenses, i.e., management and administration.

Item #5: Approve an ordinance accepting grant funds from the Texas Department of Emergency Management and amending the Fiscal Year 2020-2021 Operating Budget Special Revenue Fund

(Ordinance No. 20200811-001) to appropriate \$158,996 in grant funds for Austin Water and Homeland Security and Emergency Management.

COUNCIL MEMBER KELLY'S OFFICE

1) *Are there specific plans for these grant funds?*

Austin Water will be receiving \$5,675 of this total grant award from FEMA for grant management and administrative costs previously incurred related to 2015 Halloween Flood and the 2018 Colorado River Flood and Boil Water events.

2) *Is there a sense how many more years this fiscal support is likely to continue?*

Austin Water will not incur any additional costs for these two reimbursement projects, as these grant funds are not for new services or programs. However, the grant close-out process for these projects is ongoing and additional reimbursements for other previously incurred costs are likely.

Item #5: Approve an ordinance accepting grant funds from the Texas Department of Emergency Management and amending the Fiscal Year 2020-2021 Operating Budget Special Revenue Fund (Ordinance No. 20200811-001) to appropriate \$158,996 in grant funds for Austin Water and Homeland Security and Emergency Management.

COUNCIL MEMBER ALTER'S OFFICE

1) *Across various declared disasters, how much does the City have in outstanding reimbursement requests? Please provide overall total and by disaster.*

The total is \$2,204,697 for outstanding reimbursement requests.

Halloween 2013	\$	144,212.92
Halloween 2015	\$	352,046.26
Flood/boil water 2018	\$	872,989.96
Hurricane Laura 2020	\$	835,448.00
Winter Storm Uri	\$	-
COVID	\$	-

Item #16: Authorize negotiation and execution of a professional services agreement with ECM International, Inc., to provide professional project management services for the Montopolis Neighborhood Park and Northwest District Park-Aquatic Facilities - Project Management Services project in an amount not to exceed \$650,000. [Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program). No goals were established for this solicitation.]

COUNCIL MEMBER KELLY'S OFFICE

1) *If council approves the items right now, does PARD anticipate being able to fully staff the pools?*

In regards to the pools specified in items 16 and 17, the Parks and Recreation Department (Department) anticipates that lifeguard staffing levels post-renovation will be the same or similar to what they are currently.

The Department's Aquatic Division continues to replenish lifeguard staffing levels affected by the pandemic. The comprehensive seasonal employment plan includes multiple recruiting strategies and training opportunities that will begin as early as November. Similar past plans have yielded sufficient lifeguards for all summer operations, inclusive of these locations. The overall recruitment plan includes but is not limited to:

- Social Media Marketing to current seasonal and potential employees
- District Based Recruiting Events
- Early Commitment Incentives
- A Six Sigma tested efficient hiring process
- Previous Seasonal Employment Expedited Recertification Process
- Variety of lifeguard training date and times

Barring any unforeseen reduction in training dates, these previously implemented recruitment efforts and training schedules should produce sufficient lifeguards to operate all facilities.

Item #17: Authorize negotiation and execution of a professional services agreement with Marmon Mok, LLP (staff recommendation), or one of the other qualified responders for Request for Qualifications Solicitation No. CLMP314 to provide Professional Architectural Services for the Beverly S. Sheffield Northwest District Park and Montopolis Neighborhood Park Aquatic Facilities project in an amount not to exceed \$1,450,000. [Note: This contract will be awarded in compliance with City Code Chapter 2-9B (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 15.90% MBE and 16.00% WBE participation.]

COUNCIL MEMBER KELLY'S OFFICE

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- A Six Sigma tested efficient hiring process
- Previous Seasonal Employment Expedited Recertification Process
- Variety of lifeguard training date and times

Barring any unforeseen reduction in training dates, these previously implemented recruitment efforts and training schedules should produce sufficient lifeguards to operate all facilities.

Item #19: Authorize negotiation and execution of Amendment No. 7 to the interlocal agreement with Austin Travis County Mental Health Mental Retardation Center d/b/a Integral Care for the Homeless Outreach Street Team, which connects homeless individuals and families with the initial services necessary to achieve stability and recovery, to increase funding in the amount of \$289,625, effective October 1, 2021 for additional licensed mental health professionals, for a total contract amount not to exceed \$3,671,457.

COUNCIL MEMBER KELLY'S OFFICE

1) *Will this get us to 24/7 coverage?*

As noted in the [April 16, 2021 Memo to Mayor and Council](#), "The purpose of HOST is to identify individuals who are experiencing homelessness, learn what challenges they face, and connect them to services they need to help them progress in their journey out of homelessness and toward long-term stability. HOST proactively conducts outreach to individuals living on the streets to connect them to housing, case management, mental health care, primary health care, and substance use treatment." By utilizing a person-centered approach and connecting individuals with services that meet their needs before unmet needs result in crisis, "HOST is able to significantly improve the quality of life for the individuals served and reduce demand on the emergency response system."

Approval of this item would authorize additional funding for three licensed mental health professionals for HOST to accompany Community Health Paramedics (CHPs) and associated costs such as computers, program supplies, and expenses related to client services. CHPs have expertise in medical needs, but will be able to serve individuals they engage more effectively and meet a broader set of needs more quickly by partnering with another team member with expertise in mental health. These additional staff will enhance services for those engaged by CHPs and expand HOST's capacity for the total people that can be served, but approval of this funding will not expand or change operational program hours.

Integral Care has another social service agreement with Downtown Austin Community Court for the Expanded Mobile Crisis Outreach Team (EMCOT), which enables Austin first responders to provide an appropriate first response team for mental health crises in collaboration with the City of Austin and Travis County first responders to divert jail bookings and emergency department (ED) admissions, and provide short-term community-based interventions to stabilize a person in a psychiatric crisis and link these individuals to Integral Care services or other appropriate care. The team also follows up with individuals to offer treatment and access to services through Integral Care. The City Council [authorized expanded funding](#) in Fiscal Year 2020 to fully implement

recommendations from the Meadows Mental Health Policy Institute, which included expanding the staff to ensure 24/7 access, increasing access to telehealth resources by deploying tablets to first responders, which provides access to one full-time Advanced Psychiatric Nurse Practitioner and a Psychiatrist to bring specialty psychiatric care to people in the community.

Item #25: Ratify an agreement with LVP FFI Austin LLC d/b/a Fairfield Inn & Suites Austin Northwest/Research Blvd, a limited liability company, for the City to occupy the real property located at 13087 Research Blvd, Austin, Texas, 78750 for emergency housing, isolation, and support services related to COVID-19 for a 60-day term, with an option to extend for three additional 30-day terms, for a total amount not to exceed \$957,600.

COUNCIL MEMBER KELLY'S OFFICE

1) *Since opening the IsoFac, what is the breakdown of occupancy per month of those served at this location?*

See the attachment *IsoFac Guests by Month*

2) *What is the average length stay in days?*

Seven days.

3) *What is the longest stay, and the shortest?*

The longest stay has been 18 days and the shortest has been one day.

4) *How many UT students have been served?*

463 students from the University of Texas have been admitted to the Isolation Facility.

5) *Is the agreement for the Fairfield independent of the food agreement?*

Yes

6) *How much is the contract for food?*

Monthly food costs for the Isolation Facility are approximately \$52,000.

7) *At what point would APH Consider closing the IsoFac?*

The recommendation is to consider closing the IsoFac when the community risk level stays at Stage 1 for 28 days, or there are no patients for a period of 28 days.

8) *Have we ever gotten close to closing the IsoFac?*

The Isolation Facility was closed for just over two months this year. The initial deployment was from March 22, 2020 to May 30, 2021. It was reopened on August 5,

2021 and is currently open and isolating members of the public. Throughout the pandemic we have opened and closed several isolation facilities to meet the demand and be more cost effective depending on the situation.

9) *What is the demographic breakdown of people staying here? (Ages?)*

<u>Race of Guest</u>	<u>Total Number</u>	<u>Percentage</u>
Asian	154	6.5%
Black or African American	363	15.4%
Hispanic or Latino	874	37.0%
Middle Eastern	6	.3%
Native American or Native Alaskan	9	.4%
Native Hawaiian or Pacific Islander	5	.2%
White	801	34.0%
Prefer not to answer	151	6.4%

Also, see the attachment *IsoFac Guests by Age*.

10) *What is the monthly cost to staff the IsoFac?*

The cost to staff the Isolation Facility is approximately \$287,000 per month.

11) *Where do these funds come from?*

The funds come from the City's operating budget.

12) *What expenses are eligible for reimbursement from the IsoFac?*

Eligible costs related to sheltering are determined based on if they are necessary to protect public health and safety and in accordance with guidance provided by appropriate health officials. However, support services such as case management, mental health counseling, and others are not eligible. More information is available here: https://www.fema.gov/sites/default/files/2020-07/fema_covid_noncongregate-sheltering-faq_factsheet.pdf

13) *To date, what amount of money to operate has been reimbursed and by what entity?*
Reimbursement has not been obtained for the Isolation Facility yet. This is not uncommon; the reimbursement process can take a substantial amount of time. The City is currently compiling expenses for submittal to FEMA Public Assistance.

14) *Can you speak more to the criteria of someone who may have been exposed to COVID-19?*
See the attachment *IsoFac Final*.

15) *Does admission to the facility require a positive test?*
No.

16) *What does in the intake process look like?*
See the attachment named *IsoFac Intake Flowchart*.

Item #27: Authorize negotiation and execution of a park operations and maintenance agreement with The Trail Foundation for the Ann and Roy Butler Hike-and-Bike Trail at Town Lake Metropolitan Park.

COUNCIL MEMBER ALTER'S OFFICE

1) *Please provide a copy of the Programming Plan and provide details about how this agreement allows for the plan to be changed or updated in the future.*

The Trail Foundation draft Annual Programming Plan is attached and will be uploaded as late back-up with the agenda item. The Plan is currently in the second round review process by pertinent City staff. The final programming schedule and budget are not included in this document as it is dependent upon final execution of the Park Operations and Maintenance Agreement.

The Trail Foundation will submit a programming plan for City approval every year. City Council will approve the first two annual plans (this is consistent with the process established with Republic Square). All plans after the first two years will require Parks and Recreation Department Director (PARD) approval in accordance with then current City policies related to event planning, frequency, hours of operation, and associated activities. The annual plan will include budget, programs and activity schedules, anticipated user fees (if any), special activities which will require partial closures of non-trail areas (the trail and trail access itself will never be closed), community engagement, and a report from the previous year. Any amendments to an approved programming plan will have to be approved by the PARD Director.

Item #27: Authorize negotiation and execution of a park operations and maintenance agreement with The Trail Foundation for the Ann and Roy Butler Hike-and-Bike Trail at Town Lake Metropolitan Park.

COUNCIL MEMBER TOVO'S OFFICE

- 1) *Has the annual Programming Plan been created or finalized yet? Will Council have approval over the annual Programming Plan in the same way we once did for the first few years of our partnership with the DAA for Republic Square?*

The Trail Foundation draft Annual Programming Plan is attached and will be uploaded as late back-up with the agenda item. The Plan is currently in the second round review process by pertinent City staff. The final programming schedule and budget are not included in this document as it is dependent upon final execution of the Park Operations and Maintenance Agreement.

The Trail Foundation will submit a programming plan for City approval every year. City Council will approve the first two annual plans (this is consistent with the process established with Republic Square). All plans after the first two years will require Parks and Recreation Department Director (PARD) approval in accordance with then current City policies related to event planning, frequency, hours of operation, and associated activities. The annual plan will include budget, programs and activity schedules, anticipated user fees (if any), special activities which will require partial closures of non-trail areas (the trail and trail access itself will never be closed), community engagement, and a report from the previous year. Any amendments to an approved programming plan will have to be approved by the PARD Director.

Item #27: Authorize negotiation and execution of a park operations and maintenance agreement with The Trail Foundation for the Ann and Roy Butler Hike-and-Bike Trail at Town Lake Metropolitan Park.

COUNCIL MEMBER KITCHEN'S OFFICE

- 1) *How do you all anticipate policy issues will be addressed as plans are developed and made. Will these be brought to council to approve? I'm thinking specifically about such things as event planning, frequency, hours of operation, associated activities, etc. Would these come forward to council before implementation?*

The above responses address the question. It is important to note the Park Operations and Maintenance Agreement does not supersede City Council Policy or City Code. The Trail Foundation as a Department partner will be required to follow City policy and Code. The Director is responsible for ensuring approved Annual Programming Plans align with current City/PARD policies and procedures.

The action being requested of the Council is to grant PARD authorization to negotiate and execute an agreement. The Law Department and PARD are working toward an

agreement that is consistent with the attached base agreement terms (this is also posted as back up). The negotiated agreement will be consistent with the base terms. Also in back up is the draft operations and maintenance plan and attached in the draft program plan. Both will be exhibits to the negotiated agreement.

Item #28: Authorize negotiation and execution of an amendment to an interlocal agreement with the University of Texas at Austin (UT) to increase the amount payable by the City to UT from \$148,000 to \$196,000 for the costs of research, assessment, and evaluation for the City's Community Based Crime Reduction Program.

COUNCIL MEMBER KELLY'S OFFICE

1) *What kind of deliverables will come from this evaluation?*

The University will provide a mid-year (virtual) presentation at a community meeting, a final report and a final presentation (anticipated October 2022).

2) *What is the timeline for this evaluation?*

The evaluation will take place over the next fiscal year (October 1, 2021 – September 30, 2022).

Item #34: Approve a resolution authorizing the submission of an application for, and acceptance of, grant funding from the State of Texas, Office of the Governor, Criminal Justice Division to implement the Austin Police Department Crime Lab Enhancement Project.

COUNCIL MEMBER KELLY'S OFFICE

1) *What is the current backlog?*

The grant funding referenced in items #34 and #35 will be applied to reducing backlog in the accredited forensic disciplines listed below. The number of current pending forensic analysis requests (backlog) in these sections as of August 2021 include:

Firearms: 494

Controlled Substances: 257

Toxicology: 295

Latent Prints: 604

Crime Scene: 247

2) *What are the causes contributing to the backlog?*

The primary contributor to backlog is staffing, including insufficient number of assigned staff to meet demand and/or impact of analyst turn-over for disciplines with a limited pool of qualified/experienced forensic candidates. A vacancy of an analyst position can result in a lag of 1-3 years before a new hire is eligible to contribute to casework due to forensic training and licensing requirements.

Item #35: Approve an ordinance amending the Fiscal Year 2021-2022 Austin Police Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$366,178 in grant funds from the State of Texas, Office of the Governor, Criminal Justice Division, Coverdell National Forensic Sciences Improvement Act Fund for the Crime Lab Enhancement Project.

COUNCIL MEMBER KELLY'S OFFICE

1. *What is the current backlog?*

The grant funding referenced in items #34 and #35 will be applied to reducing backlog in the accredited forensic disciplines listed below. The number of current pending forensic analysis requests (backlog) in these sections as of August 2021 include:

Firearms: 494

Controlled Substances: 257

Toxicology: 295

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Crime Scene: 247

2. *What are the causes contributing to the backlog?*

The primary contributor to backlog is staffing, including insufficient number of assigned staff to meet demand and/or impact of analyst turn-over for disciplines with a limited pool of qualified/experienced forensic candidates. A vacancy of an analyst position can result in a lag of 1-3 years before a new hire is eligible to contribute to casework due to forensic training and licensing requirements.

Item #36: Approve a resolution authorizing the submission of an application for, and acceptance of, grant funding from the State of Texas, Office of the Governor, Criminal Justice Division to implement the Austin Police Department First Responder Mental Health Program.

COUNCIL MEMBER KELLY'S OFFICE

1) Will mental health access for first responders be confidential?

Yes.

2) *Who will monitor the grant?*

FSD/APD Finance in coordination with a VOCA-funded program manager.

3) *How will providers be selected?*

Funding will allow programming to continue under existing contracts with clinicians (no new contracts will be executed). With the original FRMH award, we connected with existing City vendors as well as those known in the field to provide services for first responders and their families.

Item #41: Authorize negotiation and execution of a subaward agreement with The Other Ones Foundation to provide case management services for individuals experiencing homelessness, in the amount of \$77,852 as part of the Austin Riverside Project.

COUNCIL MEMBER KELLY'S OFFICE

1) *What metrics are in place for this contract?*

This item will be postponed to 10/14. Staff will provide a response by then.

2) *Is this case manager position expected to become permanent?*

This item will be postponed to 10/14. Staff will provide a response by then.

3) *Do we expect additional grant funding for this project?*

This item will be postponed to 10/14. Staff will provide a response by then.

Item #43: Authorize negotiation and execution of an amendment to an interlocal agreement with the University of Texas at Austin for the Austin Police Department to provide assistance in the planning and execution of street closures and related activities required during parades, protests, sporting and other special events, in an amount not to exceed \$750,000.

COUNCIL MEMBER KELLY'S OFFICE

1) *Can you help me understand how there is no fiscal impact if the interlocal will allow for assistance up to \$750,000.*

The up to \$750,000 in law enforcement services is 100% reimbursed by UT to the City through the Special Events unit. This amendment is to update the Fee Schedule reimbursed to the City to ensure it's aligned with the most recently adopted Fee Schedule in the FY22 budget.

2) *Will UT reimburse the city?*

Yes, this is 100% reimbursed to the City by UT.

Item #44: Authorize negotiation and execution of Amendment No. 8 to an agreement with Child, Inc. to provide funding for childcare education programs, to add two 12-month renewal options each in an amount not to exceed \$479,330, for a total revised agreement amount not to exceed \$3,800,744.

COUNCIL MEMBER FUENTES'S OFFICE

1) *Please provide a copy of the original agreement.*

Below are the metrics for the agreement with Child Inc for After School and Summer Early Education and Care (EEC)

- Number of clients served
- Number of Parents satisfied with the Extended Day Program
- Number of Parents satisfied with the Summer Learning Program
- Number of youth served who progress to the next academic enrolled

Item #44: Authorize negotiation and execution of Amendment No. 8 to an agreement with Child, Inc. to provide funding for childcare education programs, to add two 12-month renewal options each in an amount not to exceed \$479,330, for a total revised agreement amount not to exceed \$3,800,744.

COUNCIL MEMBER KELLY’S OFFICE

1) *What metrics are available to demonstrate the efficacy of this program?*

Below are the metrics for the agreement with Child Inc for After School and Summer Early Education and Care (EEC)

- Number of clients served
- Number of Parents satisfied with the Extended Day Program
- Number of Parents satisfied with the Summer Learning Program
- Number of youth served who progress to the next academic enrolled

Item #44-53, 55, 58-63, 65, 68-72, 78:

COUNCIL MEMBER ALTER’S OFFICE

1) *For many of these items we are adding additional extension options. For each of these items, when does APH anticipate these items would be rebid?*

Item #	Agency	Anticipated Solicitation Dates – subject to change
#44	Child Inc	Early Childhood Issue Area solicitation release August 2022
#45	AISD	Youth Issue Area solicitation released July 2021
#46	Workforce Solutions	Workforce Development Issue Area release January 2023
#47	AISD	Youth Issue Area solicitation released July 2021
#48	Casa Marianella	Homeless Issue Area solicitation release January 2022
#49	ECHO	Given the nature of the planning services offered, there are currently no plans to solicit this agreement.
#50	Goodwill	Workforce Development Issue Area release January 2023
#51	Easter Seals	Behavioral Health Issue Area solicitation - release November 2021

#52	Communities in School	Youth Issue Area solicitation released July 2021
#53	Council on At Risk Youth	Youth Issue Area solicitation released July 2021
#55	Austin Child Guidance Center	Behavioral Health Issue Area solicitation - release November 2021
#58	The Arc of the Capital Area	Behavioral Health Issue Area solicitation - release November 2021
#59	Salvation Army	Homeless Issue Area solicitation release January 2022
#60	Integral Care Permanent Supportive Housing	Homeless Issue Area solicitation release January 2022
#61	VinCare	Homeless Issue Area solicitation release January 2022
#62	Texas RioGrande Legal Aid	Basic Needs Issue Area solicitation release November 2022
#63	Samaritan Center	Behavioral Health Issue Area solicitation release November 2021
#68	Front Steps	Homeless Issue Area solicitation release January 2022
#69	Caritas Behavioral Health Services	Behavioral Health Issue Area solicitation release November 2021
#70	Family Eldercare	Homeless Issue Area solicitation release January 2022
#71	Communities for Recovery	Behavioral Health Issue Area solicitation - release November 2021
#72	Lifeworks	Homeless Issue Area solicitation release January 2022
#78	YWCA	Behavioral Health Issue Area solicitation – release November 2021

Item #45: Authorize negotiation and execution of Amendment No. 7 to an agreement with Austin Independent School District for the provision of tutoring services to youth, to increase funding in an amount not to exceed \$171,059 for a term beginning October 1, 2021 and ending June 30, 2022, for a revised total agreement amount not to exceed \$1,523,398.

COUNCIL MEMBER FUENTES'S OFFICE

- 1) *Please provide a copy of the original agreement.*

Attached

Item #46: Authorize negotiation and execution of Amendment No. 8 to an agreement with Worksource Greater Austin Area Workforce Board, d/b/a Workforce Solutions Capital Area Workforce Board to provide funding for workforce development and adult education services by adding two 12-month extension options each in an amount not to exceed \$2,718,528, for a revised total agreement amount not to exceed \$21,757,104.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *What specific service will be provided?*

The agreement with Workforce Solutions for the Workforce and Education Readiness Continuum (WERC) helps Austin and Travis County adults and families transition out of poverty. WERC prepares Austin and Travis County residents with the skills and supports they need to increase their economic prosperity and achieve self-sufficiency by providing wrap-around education and workforce development services tailored to their current needs and long-term goals.

Services funded through this agreement include:

Individual employment or education planning; foundation education and literacy services including English as a Second Language, General Educational Diploma, adult basic education, computer and financial literacy; job training; workforce development; support services including emergency assistance and childcare assistance; and assistance in transitioning into the next phase of the client's Individual Employment or Education Plan; and tracking the client for 6 months to ensure the clients reach self-sufficiency goals.

- 2) *What metrics are available to demonstrate the efficacy of this program?*

- Individual Clients Served
- Number of Clients in ESL
- Number of Clients in Adult Basic Education
- Number of Clients in Occupational Training
- Number of clients gaining employment
- Number of clients completing an educational program
- Number of clients who retained employment for 6-months

Item #48: Authorize negotiation and execution of Amendment No. 7 to an agreement with Casa Marianella to provide emergency and transitional shelter to immigrants experiencing homelessness through comprehensive support services to enable self-sufficiency, to add one 12-month extension

option beginning October 1, 2021 in an amount not to exceed \$201,668, for a revised total agreement amount not to exceed \$1,497,415.

COUNCIL MEMBER KELLY'S OFFICE

1) *What is the current demand level for this service?*

Casa Marianella provides shelter to 90 homeless immigrants every night. This past year they provided shelter, case management, legal assistance, food, and English classes to 360 people. In their Rapid Rehousing program, in the past year, they have assisted 112 homeless immigrants to locate and get established into housing.

Item #49: Authorize negotiation and execution of Amendment No. 12 to an agreement with Ending Community Homelessness Coalition, Inc. to provide Continuum of Care lead and Homeless Management Information System administrator services, to add one 12-month extension option beginning October 1, 2021 in an amount not to exceed \$243,972, for a revised total agreement amount not to exceed \$1,962,051.

COUNCIL MEMBER KELLY'S OFFICE

1) *How many coordinated assessments have been completed by ECHO in the last year?*

Between 09/21/2020 and 09/21/2021 there were 3,588 coordinated assessments completed, with 1,482 of those completed directly by ECHO staff.

2) *What metrics will be available throughout this contract to demonstrate the efficacy of the program?*

The ECHO contract's performance reporting to the City consists of quarterly narrative reports that provide information on ECHO activities, including their work on providing HMIS training for new users as well as refresher courses for existing users, their work on required submissions to HUD, and activities around supporting and improving the Coordinated Entry system.

Item #50: Authorize negotiation and execution of Amendment No. 7 to an agreement with Goodwill Industries of Central Texas, to provide workforce development services to add two 12-month extension options each in an amount not to exceed \$776,551, for a revised total agreement amount not to exceed \$6,157,495.

COUNCIL MEMBER FUENTES'S OFFICE

1) *How many individuals have received services as part of this workforce development agreement?*

From September 1, 2015, through June 30, 2021, Goodwill has served 1,755 individuals.

Item #52: Authorize negotiation and execution of Amendment No. 7 to an agreement with Communities in Schools of Central Texas to provide mental health, basic needs, and abuse prevention services to children and youth, to increase funding in an amount not to exceed \$396,654 for the term

beginning October 1, 2021 and ending June 30, 2022, for a revised total agreement amount not to exceed \$3,532,487.

COUNCIL MEMBER FUENTES’S OFFICE

- 1) *Please provide more information regarding the original agreement with 33 social service agencies as part of the Request for Proposal No. EAD0116, for self-sufficiency social services.*

The solicitation, EAD00016 - Request for Proposal, resulted in 33 separate agreements, one of which was with Communities in Schools of Central Texas. The original 37-month agreement for \$1,427,469 with Communities in Schools was for the provision of case management services and the prevention of child abuse and neglect.

- 2) *Please provide more detail as to how many children and youth are served as part of this agreement.*

Below is the performance information for the last three years.

<i>Time Period</i>	<i>Number of children and served</i>
<i>FY 2019 - October 2018 – September 2019</i>	<i>1312</i>
<i>FY2020 - October 2019 – September 2020</i>	<i>826</i>
<i>FY2021 - October 2020 – June 2021</i>	<i>564</i>

Item #52: Authorize negotiation and execution of Amendment No. 7 to an agreement with Communities in Schools of Central Texas to provide mental health, basic needs, and abuse prevention services to children and youth, to increase funding in an amount not to exceed \$396,654 for the term beginning October 1, 2021 and ending June 30, 2022, for a revised total agreement amount not to exceed \$3,532,487.

COUNCIL MEMBER KELLY’S OFFICE

- 1) *What schools will these programs be implemented in?*

Communities in Schools provides services on the following campuses.

Elementary Schools

Allison, Andrews, Becker , Blackshear, Blazier , Brown , Cook , Dawson ES, Padrón, Pickle, Wooten, Wooldridge, Guerrero Thompson, Jordan, Hart, Andrews, Harris, Pecan Springs, Volma Overton, Walnut Creek, Blackshear, Govalle, Oak Springs, Zavala, Sims, Metz/Sanchez, Widen, Houston, Linder, Perez, Langford, Rodriguez, Galindo, Joslin, Oak Hill, Summit

Middle Schools

Webb, Burnet, Lamar, Gus Garcia Young Men’s Leadership Academy, Dobie, Bertha Sadler Means Young Women’s Leadership Academy, Martin, Kealing, Paredes, Mendez, Bedichek, Lively, Covington

High Schools

Navarro, Northeast, LBJ, Eastside Memorial, Garza Independence, Alternative Learning Center (ALC), Akins, Crockett, Travis

- 2) *What metrics will be available to understand the efficacy of this effort?*
 - Individual clients to be served
 - Number of youth served who progress to the next level:
 - Number of youth served who demonstrate improved life skills

Item #54: Approve an ordinance amending the Fiscal Year 2020-2021 Austin Public Health Department Operating Budget Special Revenue Fund (Ordinance No. 20200812-001) to accept and appropriate \$1,432,565 in grant funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, and to add 8.0 new full-time equivalent grant positions, for the Chronic Disease Community Health Worker Train, Deploy, Engage Grant.

COUNCIL MEMBER FUENTES'S OFFICE

- 1) *How often will the program be evaluated as part of the University of Texas School of Public Health-Austin Campus program evaluation contract?*

Evaluation activities by University of Texas at Houston School of Public Health-Austin Campus will be ongoing and will take place the entire project period. UT Health will create an evaluation steering committee, develop process and impact evaluation instruments and protocols such as pre/post assessments, skills certifications, activity tracking logs, attendance sheets, fidelity checklists, self-administered questionnaires, and follow up surveys as needed to evaluate the components of the project. This evaluation will culminate in a Year 1 report summarizing data and key learnings from the first year of the project.

Item #60: Authorize negotiation and execution of Amendment No. 5 to an agreement with Austin Travis County Mental Health and Mental Retardation d/b/a Integral Care to provide permanent supportive housing services to individuals who have experienced chronic homelessness, to add one 12-month extension option in an amount not to exceed \$600,000, for a revised total agreement amount not to exceed \$3,600,000.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Has a specific location been identified for these services?*

Integral Care opened a 50-unit complex named Terrace at Oak Springs in November of 2019. The address is 3000 Oak Springs Drive, Austin, Texas 78702

- 2) *What metrics will be available to demonstrate the efficacy of these efforts?*

Performance Measures are reported on a quarterly basis and include:

- Unduplicated clients served in a 12-month period
- Total number of unduplicated individuals enrolled in the PSH program who receive a primary health care service
- Number of unduplicated individuals enrolled in PSH who receive a peer service
- Number of individuals enrolled in PSH who are approved for SSI/SSDI benefits as a result of the SOAR application process
- Percent of households that maintain housing due to receiving essential services
- Percent of individuals who experience an increase in income, either through work or obtaining benefits

Item #62: Authorize negotiation and execution of Amendment No. 8 to an agreement with Texas RioGrande Legal Aid to provide legal and other professional services to low-income clients, to add one 12-month extension option beginning October 1, 2021 in an amount not to exceed \$203,159, for a revised total agreement amount not to exceed \$1,423,547.

COUNCIL MEMBER KELLY’S OFFICE

- 1) *How many people does RioGrande Legal Aid serve every year?*
The contractor closed over 18,000 cases that impacted more than 54,000 clients and their household members.
- 2) *What is the median income for those seeking assistance?*
Of cases closed, the average annual income was \$15,356. For applicants requesting services, the average annual income was \$17,425.
- 3) *How many requests for assistance does RioGrande Legal Aid get annually?*
More than 36,000

Item #64: Authorize negotiation and execution of Amendment No. 11 to an agreement with Austin Independent School District to provide after-school enrichment services as part of the Prime Time Program, to add one nine-month extension option beginning October 1, 2021, and ending June 30, 2022, in an amount not to exceed \$871,524, for a revised total agreement amount not to exceed \$9,563,364.

COUNCIL MEMBER FUENTES’S OFFICE

- 1) *Please provide details as to how many students have been served by this program and any outcome information available.*

Below is a table with recent performance for Austin Independent School District’s PrimeTime program.

Performance Measures	FY19 (Oct 2018-Sept 2019)	FY20 (Oct 2019-Sept 2020)	FY2021 (Oct 2020-Jul 2021)
Students Served	5933	6710	4662

Percent of youth who progress to the next grade level – Target 90%	5814/5933 or 97.99%	6575/6710 or 97.99%	Data not available yet.
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Item #68: Authorize negotiation and execution of Amendment No. 7 to an agreement with Front Steps for its Rapid Rehousing Program, to add one 12-month extension option through September 30, 2022 in an amount not to exceed \$78,177, for a revised total agreement amount not to exceed \$589,617.

COUNCIL MEMBER KELLY’S OFFICE

1) *What metrics are available to demonstrate the efficacy of this program?*

The performance metrics used for the Front Steps Emergency Solutions Grant (ESG) Rapid Rehousing program are:

- The number of unduplicated clients served in the program, which is measured per-quarter and includes clients receiving case-management and financial assistance services.
- The average number of days between a client's entry into the program and the date they exit homelessness into housing - this is measured at the end of the program period and has a goal of less than 90 days per client.
- The success rate for the program is measured by the number of clients who transition into housing versus the number that leave the program without successfully being housed. The success rate goal for the program is to move 80% of their clients into housing and the number is reported on a quarterly basis.

Item #83/84: 83. Ratify a contract with Lincoln Property Company Commercial, Inc., for property management services at the City's Planning and Development Center, in the amount of \$1,949,040. Related to Item 84. (Note: This contract is exempt from the City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established).

84. Authorize an amendment to an existing contract with Lincoln Property Company Commercial, Inc., for continued property management services at the City's Planning and Development Center, to extend the term by 17 months and for an increase in the amount of \$4,050,960, for a revised total contract amount not to exceed \$6,000,000. Related to Item 83. (Note: This contract is exempt from the City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program; therefore, no subcontracting goals were established).

COUNCIL MEMBER KITCHEN’S OFFICE

1) *I want to check in with you on items 83 and 84. Can you clarify why these are coming forward as two separate items. They appear to be for the same property. Also it appears the contract established 19months of management services for the property at \$1.949M and the second over fewer- 17 months of service at \$4.05M- much higher cost per month.*

Items 83 and 84 are being presented separately in order to clearly identify the two separate authorizations being requested.

Item 83, requests ratification (respective authorization) of the contract that necessary to provide uninterrupted facilities management and operational supplies to the new Planning and Development Center (PDC). The contract with Lincoln Property Company Commercial, PDC, LLC., (Lincoln Property) was created by the property developer and was assumed by the City when the City took occupancy of the PDC.

Item 84, requests authorization (prospectively) to continue the contract with Lincoln Property until a new solicitation and contract for facilities management and operational supplies can be completed. In addition to the continuation of ongoing facilities management and operational supplies, Item 84 also includes an additional 1.5 million in annual authorization to cover any necessary repairs and facility-related services that may be needed including roofing, landscaping, flooring, plumbing, and heating/air conditioning services. Staff will only expend funds for these additional services if they are needed.

Item #91: Authorize negotiation and execution of a contract with Capital Investing in Development & Employment of Adults, Inc. d/b/a Capital IDEA to provide workforce development services, for a term of one year in an amount not to exceed \$2,199,650. (Note: This procurement was reviewed for subcontracting opportunities in accordance with City Code Chapter 2-9C Minority Owned and Women Owned Business Enterprise Procurement Program. For the services required for this procurement, there were no subcontracting opportunities; therefore, no subcontracting goals were established).

COUNCIL MEMBER KELLY'S OFFICE

1) *How many people is this contract expected to serve?*

The contract is expected to serve no less than 1043 unduplicated clients.

Item #102: Approve an ordinance amending City Code Section 12-4-64(D) to establish a maximum speed limit of 45 MPH for Slaughter Lane (East) from Old Lockhart Road to 1,450 feet east of Vertex Boulevard.

COUNCIL MEMBER FUENTES'S OFFICE

1) *If approved, how soon will the speed limit signs get displayed and what type of notification is sent to the surrounding neighborhoods along East Slaughter Lane?*

If approved, we anticipate the speed limit signs would be installed within several weeks of approval. Dynamic Message Signs will be placed in each direction on Slaughter in advance of installation to notify the public of the newly established speed limit. Once installed, flags and "New" placards will be attached to the speed limit signs to raise awareness of the new speed limit. ATD will request that APD conduct targeted education / enforcement starting with warnings for the first two weeks and then proceed with normal citations after that.

Item #159: Authorize negotiation and execution of a tenth renewal to an interlocal agreement with Travis County for the City's provision of public health services, for a three-month period beginning October 1, 2021 in an amount not to exceed \$1,204,406 to be paid to the City.

COUNCIL MEMBER ALTER'S OFFICE

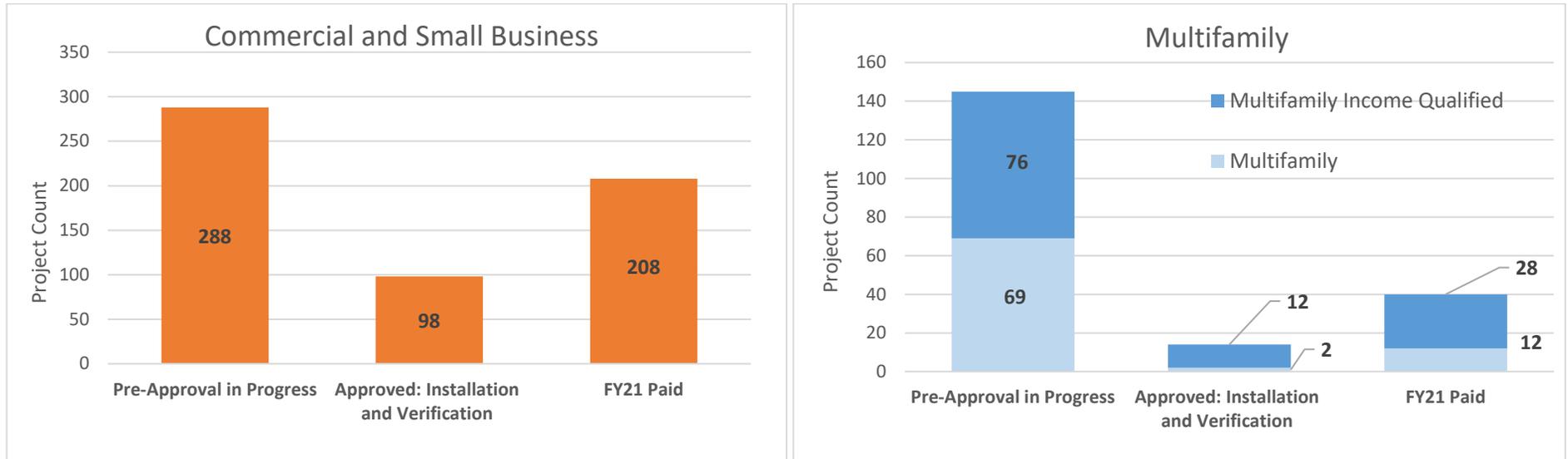
- 1) *Does approval of this item relate in any way to the provision of services related to the COVID-19 pandemic?*

No, this action is related to the historical provision of public health services and the long-standing ILA with Travis County

- 2) *Please provide an update on the status of entering into arrangements with Travis County for the reimbursement of costs related to the provision of COVID-19 related services in areas of Travis County outside of the city limits.*

The City and the County have had initial conversations regarding COVID-19 related services. Austin Public Health staff is developing a category of services eligible for reimbursement.

Figure 1: Commercial and Multifamily Project Pipeline



Project Pipeline Notes:

1. Figures includes all leads and applications, regardless of estimated rebate amount.
2. "Pre-Approval in Progress" includes: 1) customer/contractor submitted leads; 2) applications in development but not yet submitted to Austin Energy; and 3) applications submitted to Austin Energy that are under review for eligibility and approval of project scope.
3. "Approved: Installation and Verification" includes projects: 1) approved with installation underway; and 2) where installation is complete and final inspection and quality review are ongoing.
4. "FY21 Projects Paid" includes projects in which the check or payment has been distributed to the customer in FY21
5. In coordination with the customer and contractor, Austin Energy periodically removes leads and new applications that do not proceed to Installation.
6. **Multifamily COVID-19 Note:** Multifamily projects are allowed to proceed. Tenant approval will be obtained for all interior upgrades. Projects will proceed in phases to limit contractor time spent in tenant spaces.
7. **Commercial & Small Business COVID-19 Note:** Program staff continue to process rebate payments. Inspections are proceeding with remote video software; limited in-person inspections occur when necessary.

Multifamily & Commercial Project Pipeline – Monthly Report
9/9/2021

Table 1: Multifamily and Multifamily Income Qualified – Estimated RCA Project Pipeline (for estimated rebates \geq \$62k)

Program	Latest Workflow	Enrollment(s) #	Location Name	Installation Address	Council District	kW savings	kWh savings	\$ Incentive	Measures Planned	Total # of Units
Multifamily Income Qualified	Paid	1209470, 1209471	Bridge at Terracina*	8100 N. MoPac Expressway	10	131.8	328,284	\$174,708	Attic Insulation, Lighting, Smart Thermostats, HVAC Tune-Up, Water Saving Devices, Advanced Power Strips	170
Multifamily Income Qualified	Installation	1231787, 1231196, 1231197	Trove Eastside*	2201 Montopolis Dr	3	216.0	593,241	\$281,549	Duct Remediation & Seal, Attic Insulation, Lighting, Smart Thermostats, HVAC Tune-Up, Advanced Power Strips	280
Multifamily	Paid	1212346	Bexley Anderson Mill	8601 Anderson Mill	6	272.0	666,441	\$251,134	Duct Remediation & Sealing, Lighting, Smart Thermostats, and HVAC Tune-Up	396
Multifamily	Installation	1225046	Park Crestview*	8220 Research Blvd Svrdr SB	7	248.0	514,514	\$241,049	Duct Remediation & Seal, Attic Insulation, Lighting, Smart Thermostats, HVAC Tune-Up, Water Saving Devices	248
Multifamily Income Qualified	Installation	1233990	Palms on Lamar*	8600 N LAMAR BLVD Austin, TX 78753	4	141.1	311,145	\$106,790	Plenum Redesign & Remediation, Lighting, Smart Thermostats, HVAC Replacement - 120 units out of 476 total units to receive installs due to install property budget restrictions.	120
Multifamily Income Qualified	Installation	1225794	Melrose Trail	13005 HEINEMANN DR Austin, TX 78727	6	122.3	373,831	\$128,075	Duct Remediation & Seal, Lighting, Smart Thermostats, HVAC Replacement for up to 50 units, HVAC Tune-Up for remaining units, Water Saving Devices, ECAD Audit	183
Multifamily Income Qualified	Installation	1227733	Bluff Springs Townhomes	7100 BLUFF SPRINGS RD Austin, TX 78744	2	108.0	286,543	\$163,026	Duct Remediation & Seal, Attic Insulation, Advanced Power Strips, Lighting, Smart Thermostats, HVAC Tune-Up, Water Saving Devices	104

* projects in which the RCA Fact Sheet was submitted in a prior month's report

Multifamily & Commercial Project Pipeline – Monthly Report
 9/9/2021

Table 2: Commercial and Small Business – Estimated RCA Project Pipeline (for estimated rebates \geq \$62k)

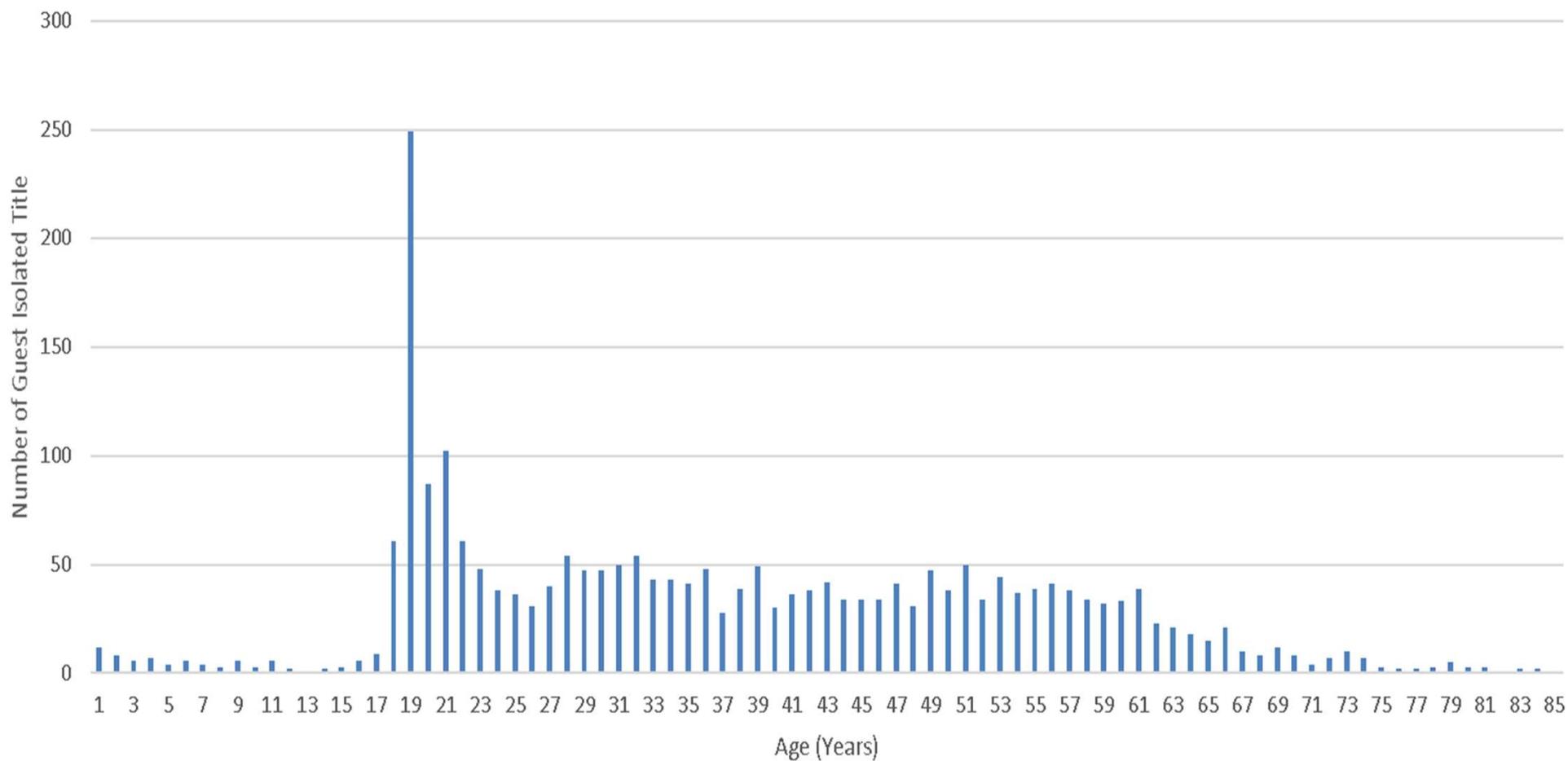
Program	Latest Workflow	Enrollment Number	Location Name	Installation Address	Council District	kW savings	kWh savings	\$ Incentive	Measures Planned
Commercial	Paid	1213170	The World of Pentecost*	508 E 51ST ST	4	140.1	239,514	\$76,010	Lighting, HVAC

* projects in which the RCA Fact Sheet was submitted in a prior month's report

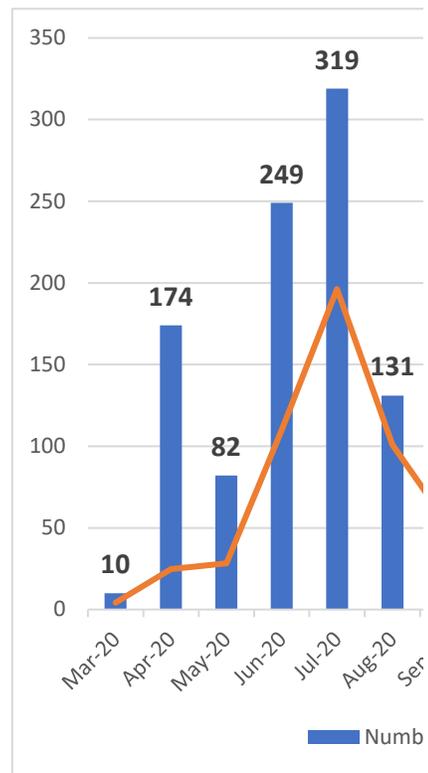
Notes:

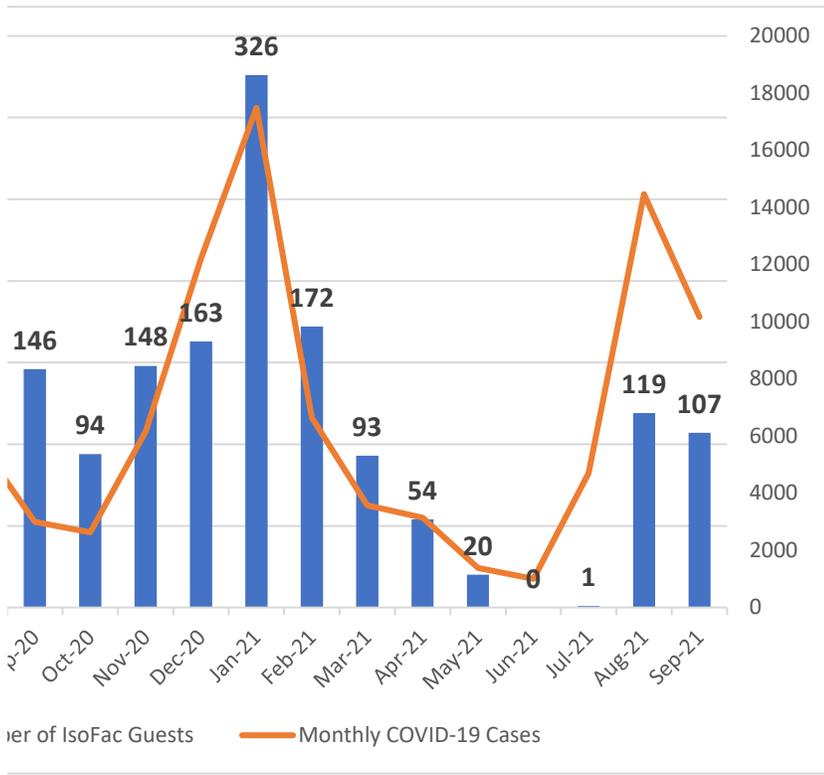
1. Rebates, kW, and kWh are subject to change pending final installation scope and site inspections.
2. The above pipeline includes projects that, upon completion of the pre-installation inspection, exceed \$62k in estimated rebates. RCA Fact Sheets will be provided for these projects based on the approved scope.
3. Estimated kW and kWh savings include estimated transmission and distribution system losses.

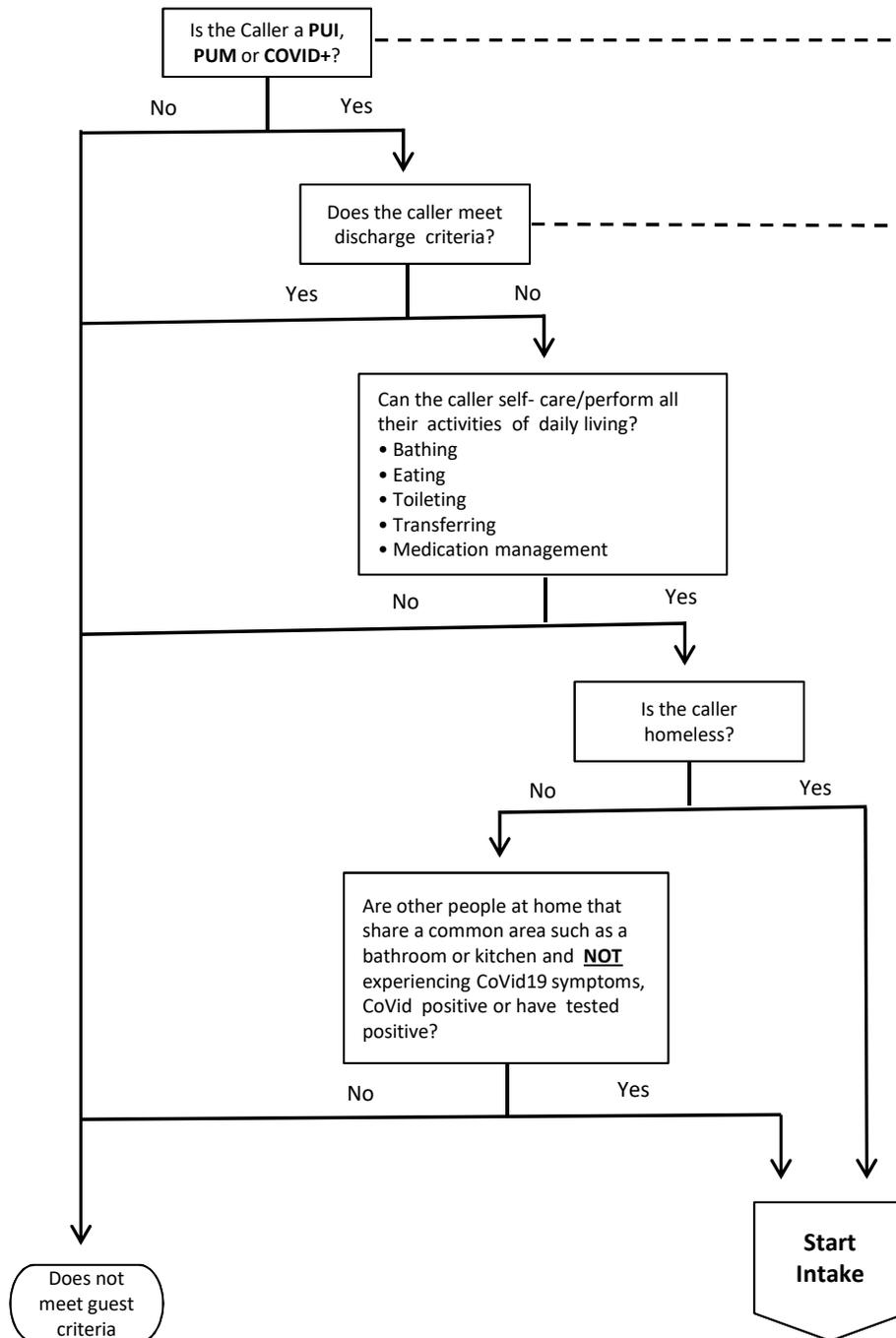
Number of IsoFac Guest



Date of Intake	Number of IsoFac Guests	Monthly COVID-19 Cases
Mar-20	10	241
Apr-20	174	1410
May-20	82	1616
Jun-20	249	6265
Jul-20	319	11218
Aug-20	131	5771
Sep-20	146	2998
Oct-20	94	2627
Nov-20	148	6157
Dec-20	163	12218
Jan-21	326	17486
Feb-21	172	6634
Mar-21	93	3581
Apr-21	54	3142
May-21	20	1383
Jun-21	0	1006
Jul-21	1	4705
Aug-21	119	14460
Sep-21	107	10167







Person Under Investigation (PUI) – An individual who has been tested for CoVid-19 and is awaiting test results OR an individual who is experiencing CoVid-19 symptoms

Person Under Monitoring (PUM) – An **Unvaccinated** individual who has had close contact with a CoVid-19 positive individual but does not have any CoVid-19 symptoms

Positive – An individual who has received a positive test result

ISO FAC discharge criteria:
Positive test WITH symptoms
 At least 10 days have passed since symptoms first appeared **AND** At least 24 hours have passed since recovery (resolution of fever without use of fever-reducing medications and improvement in respiratory symptoms)

Positive Test with NO symptoms:
 At least 10 days have passed since the date of their first positive test and have **NOT** subsequently developed symptoms

PUM Refer to the Austin Public Health (APH) “How Long To Quarantine” Document

Vaccination protection occurs 2 weeks after the final dose of vaccine.

CoVid -19 Symptoms :

- * Fever (> 99.6)
- * Chills
- * Shortness of breath (sob) or difficulty breathing
- * Muscle or body aches
- * Cough
- * New loss of taste or smell
- * Sore Throat
- * Congestion or runny nose
- * Nausea or vomiting
- * Diarrhea

Close Contact/Exposure

- * Being within 6 feet of someone for at least 15 minutes
- * Provided care at home to someone who is sick with CoVid-19
- * Direct physical contact regardless of time (touching, hugging, kissing, etc.)
- * Sharing eating or drinking utensils
- * Was sneezed on, coughed on, or got droplets on their body from a CoVid-19 positive individual

***** The above situations apply whether or not the individuals were wearing masks *****

Austin- Travis County COVID-19 Isolation Facility

Austin & Travis County have established an Isolation Facility, which provides free lodging and services for those that do not have the ability to safely self-isolate due to COVID-19

Who is eligible to use the ISOFAC?

Any individual that **does not have a place to safely self-isolate**, and meets one of the following criteria:

- **Unvaccinated** Persons that need to quarantine due to COVID-19 exposure (coming within 6 ft of a COVID-19+ person for longer than 15 minutes, without a mask)
- Persons that have symptoms consistent with COVID-19, but have not been tested
- Persons that have symptoms of COVID-19 and are awaiting test results
- Persons that have tested positive for COVID-19

Examples of unsafe self-isolation situations:

- Does not have living space in current home to sufficiently self-isolate and maintain physical distance from others in their home (ie, sharing bedrooms, dorms, etc)
- Living with high risk individuals (elderly or young) and cannot sufficiently self-isolate and maintain physical distance
- Group home or congregate living
- Persons experiencing homelessness whether sheltered or unsheltered

What to expect at the ISOFAC?

- Lodging
- Meals
- Hygiene products
- Masks and gloves
- In-room telephone
- WiFi
- Television
- Limited social services available
- Some over-the-counter medications
- Guest **MUST** stay in their room for isolation
- **NO** visitors are allowed
- **NO** pets are allowed

Resources available on site:

- These services are provided 24/7:
 - Emergency Medical team
 - Security
 - On-Site Staff
 - On-Site deliveries to the office (staff will bring items to the room)
- Meals and snacks
- Behavioral Health Professionals on site Monday through Friday, and available via TeleHealth on weekends

To make arrangements to use the ISOFAC, call their intake line at 737-615-3989

The Butler Trail at Lady Bird Lake ANNUAL PROGRAMMING PLAN



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1.0 INTRODUCTION

1.1 History and Location

In the heart of Austin is the Ann and Roy Butler Hike-and-Bike Trail at Lady Bird Lake, a lush, urban path that meanders along the water's edge and passes by skyscrapers, neighborhoods, ball fields and cultural attractions. With more than 4.5 million visits a year, the 10-mile hike-and-bike trail is Austin's most recognized and popular recreational area.

But the Trail is more than a great pathway—it is a place where Austin thrives. For many citizens and visitors, it represents the best Austin has to offer: outdoor recreation; a scenic, natural environment; and a diverse, vibrant mix of people.

The Butler Trail was established in the 1970s. Since then, the City of Austin's Parks and Recreation Department (CoA PARD) has exercised responsibility for operating and maintaining the Trail. In 2003, The Trail Foundation (TTF), a 501(c)(3) was formed to enhance the Trail. Since that time, TTF has invested more than \$17 million in various improvements to this public asset, most notably the Boardwalk on the south side of the lake.

1.2 Strategic Plan Alignment

TTF Strategic Plan

In 2019, TTF entered discussions with the City's PARD and Watershed Protection Department (WPD) about expanding its role beyond project development to encompass some aspects of maintenance and operations and activation. Toward that end, in 2019 TTF engaged both the Urban Land Institute (ULI) and ETM Associates to consider its vast potential for the future.

In early 2020, TTF committed to the development of this multi-year Strategic Plan. The plan incorporates input from various consultants, TTF's board and staff, and representatives of the City of Austin. One of the main outcome priorities from this Strategic Plan was to engage the community more fully.

The Trail will always be public parkland and will always belong to the people. To serve our city in all its diversity and strengthen our social fabric, the Trail must be a

welcoming and engaging place for all. TTF, therefore, will improve, maintain, and operate the Trail such that it will provide enhanced and more inclusive user experiences. Design and engagement will employ best practices that promote active transportation, placemaking and community well-being.

A big outcome of this is TTF's work to develop and implement community programming that serves everyone, especially attuned to those who have been historically underserved. Programming will be multifaceted — educational (in terms of arts, culture, history, the environment, health and well-being), health-oriented, and fun to enhance people's health and the overall quality of life of people throughout the community. Trail utilization will be measured, monitored and managed to achieve the dual goals of high levels of utilization and quality users' experiences.

City of Austin SD23 & 2019 PARD Long Range Plan Alignment

Austin's growing population and the popularity of special events in city parks are placing increasing demands on Austin's public park system which we are very aware of. The programming efforts outlined in this plan naturally align with the vision and values outlined in the City of Austin SD23 document, as well as the 2019 PARD Long Range Plan, with particular emphasis on programming that highlights and fosters equity, health and the environment, safety, mobility/connectivity, sustainability, and education.

Through this Programming Plan and our partnership with the City of Austin, TTF seeks to:

- Find a healthy balance between events and public access
- Ensure that neighborhoods have equitable opportunities for cultural and neighborhood-oriented events
- Bring neighborhoods and communities to the table to allow them a formal role in decisions about planning for events in nearby parkland
- Bring new audiences to the Trail, particularly those from traditionally underrepresented communities

2.0 GUIDING PRINCIPLES

2.1 Our Mission

The mission of TTF is to protect, enhance, and connect the Ann and Roy Butler Hike-and-Bike Trail at Lady Bird Lake for the benefit of all.

Since formation in 2003 as a 501(c)(3), TTF has fulfilled this mission through careful improvements to the Trail's infrastructure and environment, while honoring the original vision of the Trail's founders. In 2003, we formed the Town Lake Trail Foundation to continue the work of the Citizens Committee and ensure that the heart of Austin stays strong. In 2008, inspired by the renaming of the lake, we adopted the name The Trail Foundation.

2.2 Our Vision

The beloved Butler Trail is a natural sanctuary that hugs the shores of Lady Bird Lake in the heart of downtown Austin.

It's a healing place, a place where people go to clear their minds, commune with nature, gather for fun, or stretch their boundaries. It's miles of well-loved places—a place to splash in the lake, push a stroller, spot a heron, hear live music, grab a beer, catch up with friends, ride a bike, run for miles, or just be. It's a place to experience Austin in all its diversity at every stage of our lives. And it's the center of the city's expanding network of connected urban paths. Ultimately, the Trail will extend further eastward and westward along the lake.

It's easy for everyone in Austin to get to. It connects people to nature and us to one another for generations to come.

2.3 Diversity, Equity, and Inclusion

At TTF, we believe free, equitable and inclusive access to the Trail is vital to the health and wellbeing of our community. Input from our Trail users, donors, volunteers, advocates, and team members is necessary for the Trail to be a welcoming space and to represent the communities we serve. We commit to the following principles and beliefs in our effort to protect, enhance and connect the Butler Trail for the benefit of all.

Guiding Principles and Beliefs

We embrace diversity, equity and inclusion at the center of our daily work and nurture a sense of ownership and belonging for the Trail.

We advance programs and services that create opportunities for all people to flourish and promote a deeper understanding of our differences.

We foster an experience where everyone feels they can bring their unique perspective – visible and invisible – to the Trail, so that they can be their true selves.

We listen, remain curious, try new things, speak openly and act boldly.

We believe these ideals are best promoted by leadership of diverse backgrounds, experiences, and identities.

DRAFT

3.0 PROGRAMMING

3.1 Event and Programming Spaces

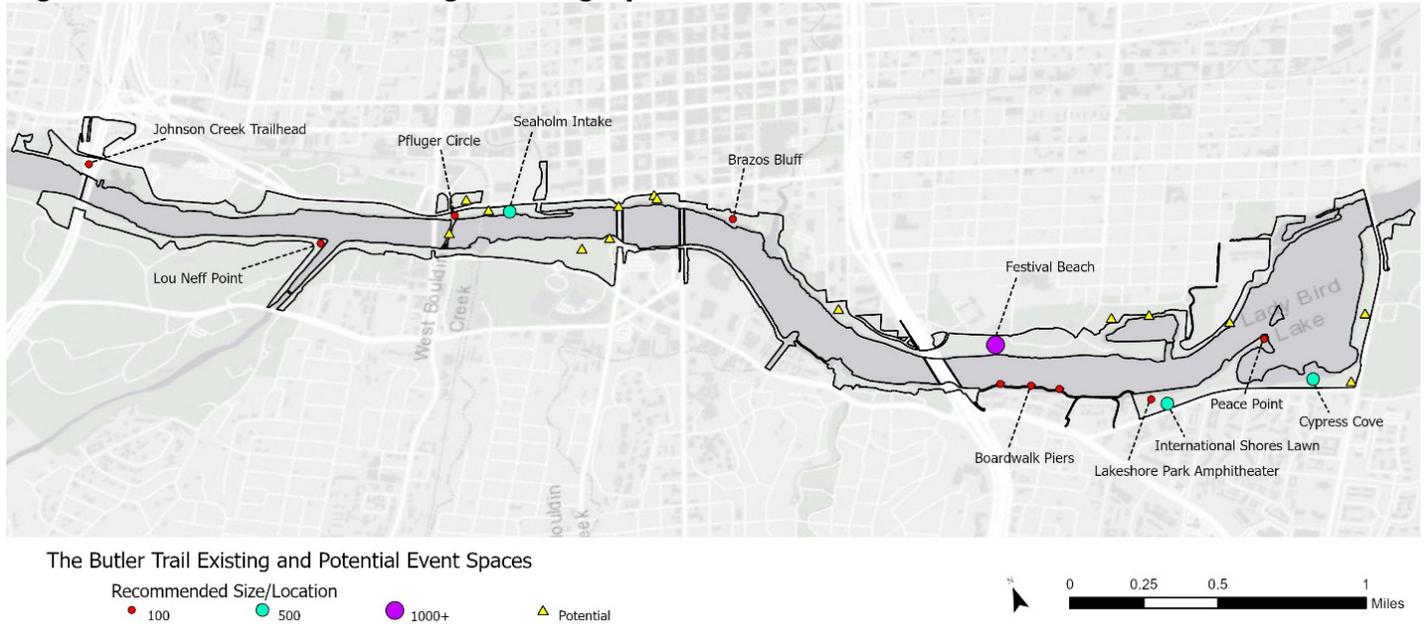
The Ann and Roy Butler Trail at Town Lake Metropolitan Park already plays host to several high profile large Special Events (e.g. SXSW, Austin Food and Wine Festival, etc.). However, there is an opportunity to expand the community programming and event offerings around the Trail by activating other areas that are able to accommodate gatherings. Figure 1 illustrates locations that could be considered for an event based on a recommended event size. Events at these locations would not close or significantly disrupt the access to the Trail.

The areas designated for small events (100 or less) include: Johnson Creek Trailhead, Lou Neff Point, Pflugger Circle, Brazos Bluff, The Boardwalk Piers, Lakeshore Park Amphitheater, Fanny Davis Gazebo, and Peace Point. The areas designated for medium size events (100-500) include: Seaholm Intake Lawn, International Shores Lawn, Butler Shores, Holly Project, and Cypress Cove. The areas designated for large events (1000+) only include Festival Beach. Event designations only refer to the maximum capacity for each site and not planned TTF events in these spaces.

3.2 Proposed Uses and Programming 2021/2022

TTF will never close The Ann and Roy Butler Trail, and in no circumstances does TTF envision a Full Closure of the Town Lake Metropolitan Park (closure definitions can be found in section 5.1 as defined by the 2016 Parkland Events Task Force Final Report) or any of the significant parcels therein. Further, TTF does not currently envision hosting any type of event or programming that would require an “Minimally Open” designation of the Trail or parkland.

The Ann and Roy Butler Trail and Town Lake Metropolitan Park will remain “Open” for almost every day of the year, with an occasional “Partially Open” designation for events that require fencing. During the pilot year, TTF will host 7 or fewer events with the Partially Open designation, meaning that more than 50% of each feature will be open to the public and unfenced at least 358 days a year. Figure 2 details proposed locations, closure levels, and frequency for TTF programming and events.

Figure 1: Potential Event/Programming Spaces

Figure 2: Non-rental TTF Programming Locations

Note: Programming in this chart does not include volunteer days

LOCATION	ACTIVATIONS	CLOSURE LEVEL	EVENT TYPE & CLOSURE LEVEL
Johnson Creek Trailhead	6+	Open	movement, music*, education
Pfluger Circle	4+	Open	movement*, social gatherings, art, music*
Lou Neff Point	4+	Open	social gatherings, music*, education*
Festival Beach	8+	Open	social gatherings*, music*, education, movement*
Boardwalk Piers	6+	Open	music*, art
Fanny Davis Gazebo	4+	Open	music*, art, movement*, social gatherings
Butler Shores	4+	Open	movement,* music*
Lakeshore Park Amphitheater	8+	Open	art*, multi-cultural, music*
International Shores Lawn	4+	Open & Partially Open (<3)	art, multi-cultural, music*
Brazos Bluff	6+	Open (4+) & Partially Open (<3)	social gatherings*, music*, movement*
Seaholm Waterfront Lawn	<5	Open (2+) Partially Open (<3)	first phase lawn use for social gatherings, movement

*Programming with PARD already taking place at this location

3.3 Community Event Series 2021/2022

In addition to earned revenue events, TTF also plans to host the following Community Events in 2021/2022. Some of these will be new pilot programs or events, but most will be an expansion or continuation of current programming.

Those programs and events that are currently ongoing and will continue are marked with an asterisk.

*Volunteer Days

TTF prioritizes a community-based approach to natural areas management and stewardship. The leveraging of volunteer resources in coordination with the expertise of City staff helps amplify the restoration efforts led by TTF's experienced conservation staff. Activities will include mulching, seeding, seed collection, greenhouse work, invasive removals, and a variety of other ecological activities. In 2020, despite the lockdown which prevented volunteer events from occurring between April to October, more than 500 volunteers assisted in the planting of 5,400 plants in addition to over 4,500 trees. The vast majority of these volunteer events were public but also included events with AISD classes, nonprofits such as Austin Allies, and service projects with various community groups. We expect to greatly increase these efforts in 2022 and have an extensive impact tracking system in place to be able to show public benefit.

- Estimated number of volunteer events in 2022: 150-175
- Estimated number of volunteers expected to participate in 2022: 1500

*Living Shoreline Project

The living shoreline restoration project is a collaborative restoration effort on Lady Bird Lake bringing together private and public resources to improve public land through green infrastructure and sustainable restoration. Participating partners include TTF, City of Austin PARD Forestry, City of Austin Watershed Protection Department and local volunteer groups. The living shoreline restoration project at Lakeshore Park aims to address issues across multiple habitat types through a collection of interconnected restoration practices that will maximize ecological benefit.

*Music on the Trail Series

TTF launched the Music on the Trail series in the fall of 2020 in order to bring some of Austin's most beloved musicians to the Trail for popup concerts during a time when it was not safe to gather in traditional music venues. The success of the series allowed for TTF to continue the series in 2021, paying above-market wages to musicians and providing Trail users with an experience that reminds them why Austin is the The Live Music Capital of the World®.

In 2022, TTF will continue to partner with Austin Texas Musicians to book a broad array of genres and groups for this series. Current and past partners in the series also include The SIMS Foundation for Mental Health Awareness Month, Health Alliance for Austin Musicians, and the Emma S. Barrientos Mexican American Cultural Center for Hispanic Heritage Month. The 2022 series will expand upon these strategic community partnerships to grow awareness and attendance for this series across all sectors of the city.

*Flow and Thrive Series

TTF will follow existing City of Austin guidelines for the permitting of paid yoga, wellness, and exercise classes within a defined portion of the parkland adjacent to the Trail. TTF is currently exploring local partnerships and sponsorship opportunities to provide similar classes that would be free and open to the public featuring different types of exercise, as well as health and wellness programming. These are expected to be monthly events and will not require any level of closure. The series will be developed to encourage all age and ability levels to participate and will highlight many underutilized areas of the Trail.

*Fortlandia

In the winter of 2021/2022 TTF installed a second location of Fortlandia - a collection of forts designed by local architects, designers, and artists, designed to transport viewers to imaginary worlds and spark an appreciation for art and nature. This installation allows even more people the chance to engage and enjoy nature, and activates additional green space along the Trail.

Previously, TTF unveiled territories in the spring of 2021, an urban greenspace experience on the east side of the Trail at Lakeshore Park. territories. was part of the very popular Fortlandia event in 2020 at the Ladybird Johnson Wildflower Center, and the installation was re-imagined to reflect the site on the Butler Trail in partnership with the Austin Parks and Recreation Department.

*Kids Adopt a Garden Program

TTF's Kids Adopt-a-Garden at Metz Recreation Center will continue in 2022 to focus on providing a space for local elementary school students and children to experience the joys of the outdoors and learn about the environment through hands-on activities. The program introduces children to all facets of gardening including planting, watering, weeding, and harvesting, as well as important concepts such as pollination, composting, and the differences between native and invasive species.

Kids, some of whom may not have any gardening experience, get the chance to learn about their natural environment and explore it in a new, hands-on way. The program works to encourage curiosity in growing their own food and learning about new species of edible plants that they otherwise wouldn't be introduced to.



*Educational Scavenger Hunt(s)

The Trees of the Trail scavenger hunt offers a new way to explore the Roy and Ann Butler Trail. Trail users of all ages are encouraged to find clues posted at various historical and notable features of the Trail; there, they follow the instructions to discover unique trees, learning about Austin history and native plant life along the way. Trail users can find virtual and printable maps and clues online and printed maps have been distributed to local libraries and schools. This scavenger hunt will be updated and maintained through 2022 and will potentially be expanded to include discreet loop maps and other educational information.

*Tune into the Trail

Tune in to the Trail is an innovative educational program developed through a partnership between The Trail Foundation and the Austin Independent School District. The program, while still in its pilot phase, brings customized nature-based learning to the 2nd graders at Oak Springs Elementary, a Title I school in East Austin. The Trail Foundation's conservation staff and key AISD staff spend time every week introducing students to different parts of the Butler Trail at Lady Bird Lake. The weekly lessons help support the learning goals of Oak Springs teachers and staff.

*Other Family in Nature Programs

TTF has introduced several programs aimed at engaging children and families in nature on the Trail. Some of those efforts we expect to continue in 2021/2022 include:

- Teen Eco-Club, a weekly 1-hour program where teens engage in ecological restoration work including planting, data collection, invasive removals, and bio blitzes
- Seasonal family-based public ecological restoration volunteer events that allow volunteers to plant native saplings and plants, spread mulch, seed wildflower meadows, and more
- Seasonal ecological restoration school service projects (3-5 per season spring/fall depending on demand from local schools)

Other potential future family events could include but are not limited to:

- Wildflower photo day(s)
- Holiday photo popup series
- Nature walks and bio blitzes

3.4 Partnership Programming

Formal Partnership with Keep Austin Beautiful

TTF and Keep Austin Beautiful (KAB) will continue to partner around the series of volunteer events. The collaboration between the two entities will amplify the efforts and mission of each organization. The partnership will include the following elements:

- TTF will lead 1-2 volunteer restoration projects during and as a part of all Clean Lady Bird Lake events - 6 annually.
- TTF and KAB will collaborate on the twice-monthly small volunteer events described in the Clean Lady Bird Lake RFP - 24 annually.
- KAB will coordinate with TTF on volunteer education and training directly related to working on and around the shoreline of Lady Bird Lake.

Additionally, TTF shares its annual volunteer schedule with KAB in an effort to avoid conflicts with the Clean Lady Bird Lake Program.

Additional Partner Programming and Collaboration

In the spirit of community driven stewardship, TTF will continue to collaborate with nonprofit entities whose missions overlap in the TTF focus area. These collaborations are ongoing and span project as well as programming in the space. Current partners include but are not limited to:

- Downtown Austin Alliance
- Waterloo Greenway
- Hill Country Conservancy
- It's My Park Day (Austin Parks Foundation)
- Shoal Creek Conservancy

3.5 Arts+Culture Vision Plan

The Arts+Culture on the Trail plan for the Trail at Lady Bird Lake is in its early phases of development and community engagement. The Trail Foundation has organized a talented team of artists, art professionals, community engagement specialists, and innovators to lead this exciting project. This is more than a visionary plan for art exhibits on the Trail. It's a plan for the Trail and its users, a vital and complex place and community supporting arts and culture activities.

At the heart of this planning effort, The Trail Foundation seeks to answer the questions of how Arts and Cultural strategies can:

- Broadly serve Trail users and the surrounding communities
- Enhance the experience of users along the Trail
- Support the experience of the natural environment and resources
- Represent the character and diversity of Austin
- Align with other organizational and municipal plans and strategies that affect the Trail
- Increase diversity of Trail users through relevant art and cultural attractions — expanding on who is using the Trail and who feels welcomed
- Assist The Trail Foundation in meeting their broad goals as an organization

TTF balances many overlapping needs, goals, and user populations. The Arts and Culture team will work to strike a balance in serving these pursuits. Elements to be addressed in the plan will include permanent and temporary work; ecology and nature; and performance art and cultural programming. The team will also work to develop an understanding of the role that arts and culture can take in enhancing the experience along the Trail for the different communities and populations that TTF serves. The project will consider the diverse needs, priorities, and power structures that impact these communities and explore how to use arts and culture to further provide equitable access and experiences for all trail users and communities.

3.6 Public Information Activities & Trail Signage

From an extensive and active social media following to semi-permanent signage, visibility at all programming events, and strong public relations visibility, TTF is in a unique position to share information about the Trail to the community as a whole. This greatly expands PARD’s ability to communicate directly to Trail and park users.

No Scooters on the Trail

In 2019 TTF became hyper-focused on PARD and their pilot program that has banned the use of E-Scooters on the Butler Hike-and-Bike Trail, and now plans to continue educating Trail users about the illegal use of electric scooters on the Trail. Previously, TTF created “No scooters on the Trail” T-shirts and a humorous PSA video to create awareness, and more recently has installed semi-permanent signage reminding Trail users that these are not permitted.

Trail Etiquette

We want every trail user to have a wonderful hassle-free experience on the trail. TTF will continue to use limited semi-permanent signage and online presence to encourage Trail users to be mindful of others and their user experience when on the trail.



3.7 Revenue Generating Events

Due to expanded operations and maintenance provided for the Butler Trail and adjacent parkland as outlined in the TTF POMA, and to provide expanded programming and community engagement, TTF's development opportunities and on-Trail need to increase. This will include new sources of revenue/earned income such as concessions and on-Trail events.

TTF will utilize revenue earned from the use of park space for event rentals, third party rentals and concessions to directly benefit the park and Trail via operations, maintenance, programming, or park improvement. These funds will not be used for the salary of the CEO or any development efforts, which will be exclusively funded through private philanthropic dollars.

Popup Fundraisers

TTF's popup fundraisers on the Trail will consist of a ticketed multi-day fundraising event to benefit the park and Trail via TTF operations. Location is to be determined based on project construction schedules but will be designated by those spaces in Section 3.1 which are considered current event locations along the Trail.

Membership Events and Donor Receptions

Multiple informal membership recruitment events will be hosted in areas where TTF has current and future capital projects. If alcohol is going to be served, limited fencing will be installed to align with city and state regulations.

4.0 COMMUNITY ENGAGEMENT

TTF's community engagement efforts support an Austin community that is connected to the Trail, adjacent parkland, facilities, and programs. User engagement is one of the top six priorities identified in the TTF Strategic Plan. The Trail will always be public parkland and will always belong to the people. To serve Austin in all its diversity and strengthen our social fabric, the Trail must be a welcoming and engaging place for all. TTF, therefore, continuously works to improve, maintain, and program the Trail such that it will provide enhanced and more inclusive user experiences. TTF is continuing to develop and implement community engagement and programming that serves everyone, especially attuned to those who have been historically underserved.

Project community engagement typically includes the following components (which shift based on safety of in-person events):

- 3 Community Engagement Events (in person/on site or virtual/Zoom)
 - Dates approved by PARD
 - Public announcements of dates are made a minimum of 4 weeks in advance
- 1-2 Surveys - This can be used as an event above.
- All engagement efforts are announced through dedicated TTF emails, targeted email lists, social media, site signage, TTF website, PARD website, and Nextdoor. Other options include direct mailers, community fliers or large graphic site signage.
- Spanish translation & interpretation
 - Surveys, social media posts, signage, meeting materials, virtual meetings

Similar community engagement will be undertaken in regards to programming once the pilot year series has been initiated. Feedback will be collected from all artists and partners involved in the Music on the Trail series, for example, at the end of 2021 in order to steer the direction for the series in 2022.

Community Engagement with PARD

Coordination and cooperation with PARD has been a critical success factor of TTF's project community engagement and our ability to directly involve Austin residents in our work since the beginning of our partnership. We coordinate outreach directly with PARD's Communications & Engagement Unit and maintain consistency with the City of Austin's Public Participation Principles of accessibility and inclusion, accountability, collaboration, consistency, respect, and stewardship.

5.0 DEFINITIONS

5.1 Levels of Event Use

Based on the [Parkland Event Task Force Final Report and Recommendations](#) (relevant to Austin City Council Resolution No. 20150305-025), the following definitions are used to describe levels of event use:

- Open – full accessibility – normal day in the parkland without event use.
- In Use – no fences, no barriers, significant portion of the park reserved/impacted by the event. Includes increased pedestrian and vehicular activity.
- Partially Open – greater than 50% available without a ticket and unfenced
- Minimally Open – more than 50% closed, only available to ticketed patrons
- Closed – no accessibility – ticketed participation only



Austin Parks and Recreation Department | Partnership Levels

Partnership Configuration A (Non-profit Public Partnership NP3)

Partnership A - Definition

A 501(c)(3) Non-profit partner mission closely aligns with PARD mission, vision, and values; aligns to the public land/public facility owned by the City of Austin Parks and Recreation Department. Partner within configuration A seeks a level of autonomy to construct, operate, maintain, and/or program projects on parkland.

Parks partnerships successfully combine the assets of the public and private sectors in novel ways to create new and refurbished parks, greenways, trails, and other public assets in our community. Partnerships between public agencies and private nonprofits can help effectively build, renovate, maintain, and program parks. By teaming up, parks agencies and nonprofits can help cities do a better job of meeting citizens' demands for more and better parks in the face of limited public resources.

PARD review and oversight is meant to ensure Partners within Configuration A demonstrate the following values:

- ✓ **ORGANIZATIONAL GOVERNANCE/CONSTITUTION**
- ✓ **DEMONSTRATION OF CAPACITY**
- ✓ **INCLUSIVITY**
- ✓ **TRANSPARENCY**
- ✓ **PUBLIC BENEFIT**

Common attributes for Partnership A include:

- Partner has history of collaborating with PARD to lead major capital improvement projects on parkland, has co-collaborated with recognized entities to lead a major capital improvement project on parkland and/or has successfully independently led a major capital improvement project. (Demonstration of Capacity)
- Partner can support project management for design and construction projects or has capacity to financially support third-party project management. (Demonstration of Capacity)
- Partner has previously demonstrated integration of maintenance considerations into capital or Community Activated Park Projects. (Demonstration of Capacity)
- Partner has a minimum 7-year history of collaboration with the City of Austin, with all levels of engagement recognized in the historical collaboration. (Demonstration of Capacity)
- Partner maintains annual 990s. (Governance)
- Partner has favorable Charity Navigator and Guidestar ratings. (Governance/Government Oversight)
- Partner is committed to cooperative community engagement with PARD and has integrated community engagement into their organization's goal(s). (Inclusivity/Transparency/Public Benefit)
- Partner clearly articulates the public benefit from the organization's role and mission. (Public Benefit)

PARD Partners are integral to PARD and help further the mission and reach of the Department. PARD seeks to fully develop the umbrella program for partnerships within the Department's Community PARKnerships program.

Partnership A - Criteria

This level of partnership requires a formal partnership review process. The review process will take up to four months beginning on receipt of required documentation. The organizational review will include:

- In alignment with Council Resolution 20120405-052-Park Master Planning Resolution, a Master plan, capital improvement design plan, ecological restoration plan, visioning plan, interpretive plan, or similar planning document must exist for the parkland/facility, or the organization must have the capacity to support development of such plan(s).
- Assessment that the partner organization:
 - Is in alignment with CoA and PARD mission, vision, and values.
 - Has a minimum 7 year history of collaboration with PARD/CoA. All levels of partnership are recognized in the historical collaboration.
 - Has a minimum 5 years of proven philanthropic fundraising with sustained and/or year-over-year growth related to specific master plan projects, operational items, maintenance, and/or program activation.
 - Maintains level of Liability Insurance.
 - Salary of CEO/ED and Development Director of partner organization to be funded exclusively by private philanthropic dollars and not through revenue earned from the usage of park space.
 - Uses revenue earned utilizing park space for event rentals, third party rentals and concessions to directly benefit the park via operations, maintenance, programming, or park improvement.
 - Has robust professional fund accounting practices, including:
 - Separate dedicated Fund Accounts
 - Annually audited financial statements
 - Audits submitted within 6 months after the end of the fiscal year
 - Demonstrates sufficient organizational reserves (three months, or another agreed upon time period, worth of funding) at all times, and reserves for six months of funding for park operations at or above the level maintained by the city.
 - Has a Capital Project Fund (funds for capital maintenance and repair based upon the city's asset management assessment).
 - Leads community engagement that includes coordination and cooperation with PARD with regular reporting requirements and is consistent with the City of Austin's Public Participation Principles, and coordinates outreach with PARD's Communications & Engagement Unit.
- A feasibility study completed for proposed improvements, programming, operations, and maintenance. PARD will not require a third party to draft the feasibility study but will require the partner organization's board of directors vote to approve.
- A Resiliency Plan drafted and adopted by the organization's Board of Directors. The Resiliency plan will include an organizational and operational plan in event of a major catastrophe that could affect the ability of the organization to program or provide revenue earning services at the site.
- A Business Plan and/or Strategic Plan.
- Organization's governance practices reviewed for the following:
 - Board Inclusion Matrix
 - Alignment with CoA and PARD Goals (SD2023/Long Range Plan/Strategic Plan)
 - Conflict of Interest policy
 - Maintenance of corporate minutes
 - Gift/Donor Policy alignment with PARD policy
 - Disclosure to the public the nonprofit's three most recently filed annual returns with the IRS.
 - Annual Reporting Requirements/Performance measurements per PARD Director
 - Bylaws/Organizational Documents include:
 - Monthly meetings with the PARD Director and organizations CEO/Director.

- PARD Director will participate annually in a Board of Directors meeting in which the partner organization will provide an update on the specific metrics, deliverables, and goal alignment as laid out in the organizations Partnership Agreement with PARD.

Partnership A - Partner Activities

Leveraging resources to protect, enhance, maintain, operate, and program Austin parkland and COA/PARD enables the following terms within the Partnership Agreement (pending Council approval):

- Collaboratively partner with PARD for community engagement (the ability to engage the community and collaborate with PARD for community engagement)
- Exclusive right to fundraise for the named park space including on-site signage recognition and exclusive right to promote the park
- Independently lead Capital Improvement Projects as mutually agreed upon via a separate agreement
- Meet annual performance and benchmarking goals established by the Director related to general fundraising
- Authority to maintain (based upon established minimum standards), program and operate site
- Signage Branding opportunities
- Realize earned revenue opportunities:
 - Operate/administer concessions at site
 - Programming (Free and fee based)
 - Special Events
 - Other revenue opportunities

Partnership A – Recognition Provided by PARD

- Listing on future PARD partners web page (cross-linking required)
- Recognition in PARD’s Annual Report with opportunity to feature one story
- Followed by official PARD social media accounts
- Sharing partner’s social content via PARD social media accounts
- Support for special ceremonies based on staff and resource capacity (e.g. ribbon cuttings, ground breakings, anniversary celebrations, AV equipment, etc.)
- Opportunity to co-submit for professional and trade conferences to highlight partnership projects (eg. National League of Cities, National Recreation and Park Association, International City/County Management Association, etc.)
- News releases and media outreach by PARD’s Communications and Engagement team
- Co-branding at site on signage, improvements, and amenities
- On-site donor signage for large-scale capital projects (required PARD review/approval in planning process)
- Interpretive signage permitted on project sites with review from PARD

Partnership A - PARD Responsibilities

- Partnership Agreement Oversight and Management
- Standard City-sponsored park related emergency and safety services: Police, EMS, Fire
- Outline responsibilities associated with flooding, drainage, utilities, and roadways
- PARD liaison assigned to navigate permits, approvals, and events and ACE with partner park
- PARD staff will provide general oversight over partner led community engagement events/projects/program meetings (needs to be consistent, refer to above notes)
- PARD will collaborate on programming and projects when relevant
- PARD will provide partners with training and networking opportunities on relevant PARD/CoA initiatives, goals, and/or programs
- City obligation to provide Insurance and Indemnification at agreed upon park/site (under consideration)
- Review for construction projects of a predetermined threshold to allow for City specific expertise (construction criteria, permitting, ordinance, and regulation expertise)



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
CHILD, INC.
FOR**

SOCIAL SERVICES

CONTRACT NO. NG150000021

CONTRACT AMOUNT: \$1,293,750

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Child, Inc. ("Contractor"), a Texas non-profit corporation, having offices at 818 E. 53rd Street, Austin, TX 78751.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Cynthia Gamez or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Albert Black, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$1,293,750 (One Million Two Hundred Ninety Three Thousand Seven Hundred Fifty dollars)**, and \$431,250 (*Four Hundred Thirty One Thousand Two Hundred Fifty dollars*) per twelve (12) month extension option, for a total Contract amount of \$2,587,500. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$431,250 (*Four Hundred Thirty One Thousand Two Hundred Fifty dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$431,250 (*Four Hundred Thirty One Thousand Two Hundred Fifty dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$431,250 (*Four Hundred Thirty One Thousand Two Hundred Fifty dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

- 4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms

and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 **Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 **Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).

5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

- 5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
- 6.1.2.1.2 Independent Contractor's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required

coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE

PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

- 8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Child, Inc.	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Albert Black, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	818 E. 53rd Street Austin, TX 78751	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a

condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 Non-Suspension or Debarment Certification. The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

CHILD, INC.

Signature: Albert L. Black

Name: Albert L. Black

Printed Name

Title: Executive Director

Date: 6/8/2015

CITY OF AUSTIN

Signature: James Scarborough

Name: James Scarborough

PURCHASING OFFICE

Date: 8/18/15

EXHIBITS

Exhibit A – Program Forms

- A.1** Program Work Statement
- A.2** Program Performance Measures
- A.3** Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1** Program Budget and Narrative
- B.2** Program Subcontractors

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

1. Program goals and objectives:

- The Summer Learning Program provides both care and educational enrichment to help eliminate the educational fade-out that affects children who are out of school for long periods of time and ensures young children are ready for kindergarten at the start of the new school year - a particularly crucial problem for low-income children. Approximately 250 Head Start children will be served in the Summer Learning Program.
- After School Care will be offered for Child Inc families who meet income and residency requirements. After School Care provides a structured and resourceful educational environment that invests in a child's development. The extended day keeps children safe and secure and provides enriching activities while their parents work.

Program Clients Served

2. Program clients served: Income eligible families with children ages three – five years. Eligible children will be from families that reside in Austin and/or Travis County and have a gross income of less than 200% of federal poverty guidelines. Child Inc. will give priority to Austin/Travis County HHSD Neighborhood Center child care referrals by making them a priority in the Head Start selection criteria.

Program Services And Delivery

3. Program services and delivery:

The Summer Learning Program provides effective, engaging interactions and environments that are the foundation for all learning in early childhood classrooms. This practice will be available during summer for families of working parents. Child Inc high-quality preschool includes:

- Well-organized classrooms feature consistent schedules, well-designed learning centers, established routines, and sensitive and appropriate guidance strategies.
- Social and emotional support means that teachers establish and promote a positive climate in their classrooms through their interactions every day.
- Instructional interactions and materials in preschool must support and extend children's thinking, problem solving, and conversational skills and vocabulary.
- Effective teachers support children's engagement by making concepts and skills salient, ask questions that encourage children to analyze and reason, provide the right amount of help, offer feedback that acknowledges children's attempts and motivates continued efforts, and provide high-quality language modeling.
- Classes will be conducted in Child Inc. centers on are state-licensed, accredited, or applying for accreditation from NAEYC, NAC, and /or Texas Rising Star. Classes will have no more than a 1:10 teacher ratio during instructional time.
- Summer extended day services will be provided to eligible children and families from 7:30 am to 5:30 pm, Monday – Friday, for a 40 day period beginning mid-June through early August.
- The summer program will serve children, ages 3 through 5 years old, enrolled in Head Start, prospectively enrolled in the next service year, or are City of Austin income and resident eligible. Priority will be given to working parents.

After School Care will provide the additional 4 hours of care and will enable working families to stay at their jobs while their children receive the same quality care. The program is modeled to follow the Standards as noted in the TX POST guidelines as it relates to quality early childhood development. Program services include:

- After school services will be provided by EAC to Child Inc Head Start families who qualify for EAC and CCS per a Memorandum of Agreement between EAC and Child Inc.
- EAC services will be available at selected sites from 2:00 to 6:00 pm on all days that Child Inc. centers are open. Child Inc. follows the Austin ISD school calendar/schedule. EAC will maintain its own state license at each site. Sites: Brodie, William Cannon, Fountain Plaza, Forbes and Cedar Bend. Sites may vary based on family demographic need.
- Child Inc will pay a fee to EAC based on a daily rate of \$5.076 per child for 178 service days serving a maximum of 166 children for the contract year.
- Eligible children will be from families that reside in Austin and/or Travis County and have a gross income of less than 200% of federal poverty guidelines.

Attendance for both programs will be monitored daily and Child Inc. will communicate with the parent if any children are absent 3 or more consecutive days. Clients shall be dropped from the City funded portion of the program if children are not attending regularly. If no contact is made by the 5th consecutive day of absence, billing to the City will end. Billings for more than 5 consecutive days of absence must be documented, and will include reasons(s) for the absences.

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Last Modified, If Applicable 7/17/2015 2:12:00 PM

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

System for Collecting and Reporting Program Data

4. System for collecting and reporting program data: Child Inc utilizes Child Plus, professional management system as well as City of Austin required reporting tool. Our policies include stringent client intake, data management, security, and reporting. Child Inc will monitor subcontractor, Extend A Care programming at Child Inc sites. The monitoring plan includes:

- Use of an eligibility form documenting income as well as residency requirements.
- Internal review of family files by Center Directors on a Monthly Basis.
- Child Inc meets with Extend A Care administrators twice per year to review program effectiveness and procedures to ensure quality. Program improvement plan provided.

Performance Evaluation

5. Program Evaluation Plan:

- o Teaching Strategies Gold will be used for child assessment, evaluation and follow up.
- o Child Inc and EAC will work collaboratively to monitor the afterschool program. Program effectiveness, evaluation, oversight and program improvement will be monitored by both Child Inc and EAC to ensure delivery of quality services. Partners will meet three times per contract year to assess program.
- o Extend-A-Care for Kids obtains a license for each program from the Child Care Licensing division of the State of Texas Department of Family and Protective Services (DFPS) and operates each program which meets or exceeds the Minimum Standards for Child-Care Centers and/or School-age and Before or After-School Programs. DFPS makes unannounced monitoring visits through the year to ensure that Extend-A-Care meets the standards. All of Extend-A-Care's programs are in the highest standings with TDFPS. This means that Child Care Licensing monitors the EAC facilities only once out of a 10-month period.
- o Extend-A-Care's certified Youth Program Quality External Assessors, through The Weikart Center for Youth Program Quality, provide Youth Program Quality Assessments (PQA) to evaluate categories which include safe environment, supportive environment, interaction, engagement, youth-centered policies and practices, high expectations for youth and staff and access. Assessments are conducted at least twice a year.
- o Extend-A-Care utilizes the National AfterSchool Association's Core Knowledge and Competencies for Afterschool and Youth Development Professionals and National AfterSchool Association's Standards for Quality School-Age Care to assess the programs. In addition, twice-per-year Center Visit Quality Reports are made by licensed center directors employed by EAC who perform unannounced visits on another center director's program.
- Performance evaluation: Benchmark Beginning of the Year Assessment and Conduct End of Year Assessment

Quality Improvement

- Quality Improvement: Provide necessary supports for children not advancing at the appropriate level.
- Conduct parent satisfaction surveys for review and program improvement.

Service Coordination with Other Agencies

6. Agency Service Cooperation and Collaboration:

- Service Cooperation with Other Agencies: Coordination with Extend A Care (subcontractor) also provides an established source of CCS income that covers the majority of program expense. This arrangement provides the efficiency needed to provide after school care for working Head Start parents at minimal cost to Child Inc, the City, EAC and parents.

Service Collaboration with Other Agencies

- Service Collaboration with Other Agencies: We have ongoing working collaborative relationships with numerous Travis County organizations and non-profit agencies such as: Austin Independent School District, Manor ISD, Pflugerville ISD, Del Valle ISD, Safe Place, Any Baby Can, Early Childhood Intervention Services, Austin Child Guidance Center, Easter Seals Central Texas, Connect Care, Travis County Health & Human Services Commission, and Travis County Integral Care.

Community Planning Activities

7. Description of agency's involvement in community planning activities that are specific to the services provided under this program:

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Program Work Statement

Contract Start Date 9/1/2015 *Contract End Date* 9/30/2018

Child Inc is an active participant in United Way's Success by Six initiatives and School Readiness Action Plan. Our executive director is a member of the City's Early Childhood Council. Child Inc is a member of One Voice Central Texas, the Austin Chapter of NAEYC and numerous state and national planning and advocacy groups. Various professional within our staff are members of professional organizations related to their specific areas of expertise and management.

Program Performance Measures

	Period			Contract Term
	1	2	3	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs	<i>ID Output Measure Description</i>	Period			Contract Term **
		1	2*	3*	
1	Total Number of Unduplicated Clients Served	416	387	387	1190

Outcomes	<i>ID Outcome Measure Description</i>	Period			Contract Term **
		1	2*	3*	
	Number of youth served who progress to the next academic level	225	225	225	675
4B	Total number of youth who received services	250	250	250	750
	Percent of youth who progress to the next academic level	90	90	90	90
	Number of Parents Satisfied with After School Care	150	150	150	150
	Number of Children Served with After School Care	166	166	166	166
	Percentage of Satisfied Parents	90.36	90.36	90.36	90.36
	Number of Parents Satisfied with Summer Learning Program	225	225	225	225
	Number of Children Served in Summer Learning Program	250	250	250	250
	Percentage of Satisfied Parents	90	90	90	90

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

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City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - ◆ Annual certification of client eligibility
 - ◆ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - ◆ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - ◆ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - ◆ Clients in programs serving victims of violence are not subject to residency or income requirements
 - ◆ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - ◆ A government –issued identification; or
 - ◆ A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - ◆ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - ◆ Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - ◆ For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		Total
<i>Salary plus Benefits</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>General Operations Expenses</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Program Subcontractors</i>	\$150,000.00	\$150,000.00	\$150,000.00		\$450,000.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	\$150,000.00	\$150,000.00	\$150,000.00		\$450,000.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$281,250.00	\$281,250.00	\$281,250.00		\$843,750.00
<i>Direct Assistance SubTotal</i>	\$281,250.00	\$281,250.00	\$281,250.00		\$843,750.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
Total	\$431,250.00	\$431,250.00	\$431,250.00		\$1,293,750.00
<i>Total Period Percentage</i>	33.33	33.33	33.33		

Detailed Budget Narrative

Salaries plus Benefits

General Op Expenses

Program Subcontractors *Extend A Care After School Care at Child Inc Centers*
Daily Rate of \$5.076 for 178 Service Days
Output: 166

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance *Summer Learning Program for Children Ages 3-5*
Daily Rate Per Child \$28.125

Capital Outlay

Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Subcontractor's Information

Name

Extend A Care

<i>Unduplicated Count</i>	166	166	166	166
<i>Amount</i>	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00

Length of Term

Start Date 10/1/2015

End Date 9/30/2018

Services to be subcontracted

After School Child Care Services to be held at Child Inc. Head Start centers.

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A-COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 8 day of June, 2015

CONTRACTOR
Authorized
Signature

Child Inc.
Ann D. Black

Title

Executive Director



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
AUSTIN INDEPENDENT SCHOOL DISTRICT
FOR
SOCIAL SERVICES
(Victory Tutorial)**

CONTRACT NO. NG150000014

CONTRACT AMOUNT: \$615,600

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Austin Independent School District ("Contractor"), a Texas non-profit corporation, having offices at 1111 West Sixth Street, Austin, TX 78703.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Jina Sorensen or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Dr. Gloria L. Williams, Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$615,600 (Six Hundred Fifteen Thousand Six Hundred dollars)**, and \$205,200 (*Two Hundred Five Thousand Two Hundred dollars*) per twelve (12) month extension option, for a total Contract amount of \$1,231,200. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$205,200 (*Two Hundred Five Thousand Two Hundred dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$205,200 (*Two Hundred Five Thousand Two Hundred dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$205,200 (*Two Hundred Five Thousand Two Hundred dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ctkodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 **Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 **Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ctkodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if

any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial

statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 **Right To Audit By Office of City Auditor.**

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 **Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will

accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

6.1.2.1.2 Independent Contractor's Coverage

- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return

Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Austin Independent School District	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Dr. Paul Cruz, Superintendent	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	1111 West Sixth Street Austin, TX 78703	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified

individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved

in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

AUSTIN INDEPENDENT SCHOOL DISTRICT

Signature: *Gina Hingosa*

Name: *Gina Hingosa*
Printed Name

Title: *ATSD Board President*

Date: *8/22/15* APPROVED AS TO LEGAL FORM
NEW 6-18-15

CITY OF AUSTIN

Signature: *[Signature]*

Name: *James Scarborough*
PURCHASING OFFICE

Date: *8/18/15*

EXHIBITS

Exhibit A – Program Forms

- A.1 Program Work Statement
- A.2 Program Performance Measures
- A.3 Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1 Program Budget and Narrative

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

AISD's VICTORY Tutorial Program provides free tutoring for students in grades 1-12 to develop learning skills, support academic improvement, encourage a positive self-concept, and to involve the community in the educational process. VICTORY strives to assist each student to improve or maintain positive academic performance. The students who participate in the VICTORY Tutorial Program will pass the subject tutored and progress to the next grade level.

Program Clients Served

AISD shall recruit and serve students through extensive community outreach and close coordination with schools in the City of Austin branch library service areas.

Approved Client Eligibility Exception

Students attending an AISD campus with at least 70% of the student body on free and reduced lunch will be eligible for the program. All students from those campuses are eligible for Victory Program services regardless of family income. An updated list of those campuses shall be submitted to the City at the beginning of each school year. Students attending AISD are residents of Austin and/or Travis County. Family income for Food Program eligibility and students home residence addresses are maintained by AISD.

Program Services And Delivery

AISD shall provide one (1) full time Program Administrator. AISD shall provide two (2) full-time and one (1) part-time School Site Coordinators who work out of six (6) branch libraries to recruit, train, match, and supervise volunteer tutors. Volunteer tutors are recruited throughout the community. AISD shall also provide at least six (6) Program Specialists who will directly supervise each tutoring site. The program emphasizes one-on-one matches of tutors with students at branch libraries. Group tutoring will also be provided. The tutoring program is conducted at the following branch libraries: Carver, Daniel E. Ruiz, Little Walnut Creek, Southeast Austin, Twin Oaks, and University Hills. The frequency of tutoring sessions is determined by the student and volunteer tutor, in conjunction with the AISD School Site Coordinator. VICTORY will also provide group tutoring sessions for students who want to maintain their good academic performance. VICTORY will continue services in the summer as long as funding provides.

System for Collecting and Reporting Program Data

Each Program Specialist records daily attendance data for students and tutors. This information is compiled into a monthly VICTORY Tutorial Program Report that is submitted to the management staff of the AISD Department of School, Family and Community Education. This information, plus data collected by the AISD Department of Evaluation to address specific performance measures, is compiled by program staff and supervisor to produce the reports that are prepared in compliance with this funding. These reports shall be submitted on the schedule as agreed in the City's contract. The Department of Program and Evaluation will provide reports and data analysis.

Performance Evaluation

Program data will be collected daily and compiled monthly. Performance measurement will be completed and reported on the schedule as agreed in the City's contract. Each semester the Department of Evaluation completes a report that gives information on the progress of each student in core subject areas. This information then guides the development of the tutoring plan for the next semester.

Quality Improvement

The VICTORY Tutorial Program sends out surveys to teachers, parents, students and tutors to ensure that students are given the highest level of service. Each semester, survey results are aggregated for reports and we meet as a staff to address concerns. Tutors are supervised at all times by Program Specialists. Site Coordinators review tutor notes and meet with tutors as necessary. For example, several tutors wanted access to textbooks. When we saw this was an issue across the sites, we communicated with the AISD curriculum department, and we gained access to all of the AISD online textbooks and resources. Staff attends training on district databases to keep up with students' performance. Access to these databases gives us real time progress on the students. This allows us to reassess every six weeks and update the students' tutoring plan.

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Program Work Statement

Contract Start Date 9/1/2015 *Contract End Date* 9/30/2018

Youth Program Quality: a. Minimum Standard Operating Procedures shall be maintained by AISD's VICTORY Tutorial Program for its summer and afterschool programs. The Procedures shall be submitted to the City for review and approval by the City prior to any reimbursements being made under this contract. Changes or alterations to the Procedures after City approval shall be provided to the City for review and approval within 10 business days of the change.

b. AISD's VICTORY Tutorial Program shall work to align its program quality with the criteria of the Texas Partnership for Out of School Time (TXPOST): Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City. A plan including specific goals and timelines shall be submitted to the City for review and approval by December 31, 2015.

Service Coordination with Other Agencies

VICTORY program staff works closely with schools in their respective service areas in order to coordinate all aspects of the provision of tutorial services to their students. The program is conducted at City of Austin branch libraries and the program supervisor is housed at the main library. VICTORY collaborates with Austin Free Net to provide students with the use of iPads and/or Android tablets during tutoring. VICTORY Tutorial is the only District-organized tutoring program that occurs after school. APIE conducts tutoring during the school day. In a regular school setting, teachers are free to give tutoring at their discretion. VICTORY staff works with some teachers and provides tutoring services for students in their classes. One teacher completed an application for all 25 of his students. We collaborated with 21st Century to provide an extra day of tutoring at the Southeast site to accommodate these students.

Service Collaboration with Other Agencies

N/A

Community Planning Activities

The VICTORY Tutorial program takes part in the meetings that are held by the City of Austin, The University of Texas, Austin Community College, Library staff meetings, and countless neighborhood association meetings aimed at furthering our volunteer base as well as getting the word out about our services. These meetings give VICTORY staff an opportunity to speak to the various community leaders about what services we provide and to reach out for volunteers. VICTORY also serves to bridge a gap between these organizations and our families, many of whom are Spanish speakers. Each of these meetings puts the VICTORY Tutorial Program in the spotlight, and closer to being a staple in the community. This will hopefully have some positive effect, such as funding will continue or increase, and we can continue to provide services.

Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>		10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>		9/30/2016	9/30/2017	9/30/2018	9/30/2018
Outputs					
<i>ID</i>	<i>Output Measure Description</i>	<i>1</i>	<i>2*</i>	<i>3*</i>	<i>Contract Term **</i>
1	Total Number of Unduplicated Clients Served	300	300	300	810
Outcomes					
<i>ID</i>	<i>Outcome Measure Description</i>	<i>1</i>	<i>2*</i>	<i>3*</i>	<i>Contract Term **</i>
	Number of youth served who progress to the next academic level	270	270	270	810
4B	Total number of youth who received services	300	300	300	900
	Percent of youth who progress to the next academic level	90	90	90	90

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

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City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - ◆ Annual certification of client eligibility
 - ◆ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - ◆ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - ◆ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - ◆ Clients in programs serving victims of violence are not subject to residency or income requirements
 - ◆ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - ◆ A government –issued identification; or
 - ◆ A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - ◆ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - ◆ Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - ◆ For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	Contract Start 9/1/2015 Contract End 9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017	
Period End Date	9/30/2016	9/30/2017	9/30/2018	Total
Salary plus Benefits	\$204,000.00	\$204,000.00	\$204,000.00	\$612,000.00
General Operations Expenses	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
Program Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00	\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$205,200.00	\$205,200.00	\$205,200.00	\$615,600.00
Total Period Percentage	33.33	33.33	33.33	

Detailed Budget Narrative

Salaries plus Benefits

3.5 FTEs to implement the VICTORY Tutorial Program in 6 Branches of the Austin Public Library. This includes 1 Program Administrator and 2.5 site coordinators as well as costs of part-time hourly staff. This staffing pattern is expected to remain static until more funds become available.

General Op Expenses

This includes summer programming, supplies to all locations, reproduction costs, purchasing of promotional materials, local staff travel, local conferences and trainings.

Program Subcontractors

Staff Travel

Conferences

Food and Beverage

Financial Assistance

Other Assistance

Capital Outlay

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 22 day of June, 2015

CONTRACTOR

Authorized
Signature

Title

Gina Ainger
ATSD Board President